

**COMPETITIVE BID SOLICITATION FOR SUPPLEMENTAL  
SITE CHARACTERIZATION ACTIVITIES, DEMONSTRATION OF GROUNDWATER  
ATTAINMENT, PREPARATION OF A REMEDIAL ACTION CLOSURE REPORT,  
AND SITE RESTORATION**

KWIK FILL M-2  
5501 PEACH STREET, ERIE, PA 16509,  
PADEP FACILITY ID #25-22460; PAUSTIF CLAIM # 1996-0021(M)

February 25, 2011

This Request for Bid (RFB) Solicitation has been issued by the Pennsylvania Underground Storage Tank Indemnification Fund (PAUSTIF or "Fund") on behalf of the Claimant, United Refining Corporation, Inc., who hereafter is referred to as the Client or Solicitor. In general, this RFB references a scope of work (SOW) for completing supplemental site characterization activities and preparing a Supplemental Site Characterization Report (SCR) and Revised Remedial Action Plan (RAP) for the former retail gasoline sales facility located at 5501 Peach Street in Erie, Pennsylvania. The purpose of this work is to provide sufficient data to identify an economical and effective supplemental environmental response that can facilitate site regulatory closure under the Pennsylvania Department of Environmental Protection (PADEP) Act 2 standards: Tentatively, attainment of the Act 2 Site Specific Standards (SSS) will be sought for on-site and off-site groundwater and soils.

Work elements of this solicitation are generally described below. Subsequent paragraphs of this Solicitation present the more detailed and defined SOW along with a request for a written approach, schedule, and **firm fixed-price** bid to complete the SOW.

- Task 1. Complete Supplemental Site Characterization Activities.
- Groundwater Monitoring Well Repair
  - Groundwater Monitoring Well Installation and development
  - Initial Groundwater Monitoring Well sampling of new wells
- Task 2. Develop Site-Specific Closure Pathway Elimination Criteria for Off-site Soils and Groundwater. Thoroughly review the site characterization activities completed to date and understand / account for site characteristics pertinent to SSS attainment via pathway elimination. Perform fate-and-transport modeling as necessary to determine the ultimate fate of contaminants present in site groundwater and to identify potentially complete exposure pathways that would need to be eliminated or rendered incomplete through institutional controls
- Task 3. Prepare Draft & Final Supplemental Site Characterization Report / Remedial Action Plan. Prepare and submit to Solicitor a Draft Supplemental Site Characterization Report / Remedial Action Report (SSCR / RAP).
- Task 4. Groundwater Attainment Demonstration. The bidder shall detail and provide a fixed price bid for demonstrating groundwater attainment (e.g., up to eight quarters of monitoring / sampling / analyses).
- Task 5. Prepare and Issue the Remedial Action Completion Report (RACR). Bidder shall detail and provide a fixed price bid for preparing / issuing the RACR.

Task 6. Complete Site Restoration Work. The bidder shall detail and provide a fixed price bid for properly closing site monitoring wells and restoring the site.

**Please note that a bidder's response to this RFB Solicitation Package means it has accepted all the contractual terms and SOW requirements (for example, but not limited to, any report submittal deadlines) unless explicitly stated to the contrary in the bid response. However, bidders are still expected to describe their approach to completing the SOW in full and in detail.**

**Should your company elect to respond to this RFB Solicitation, one copy of the signed bid package must be provided directly to the Funds' third-party administrator, ICF International (ICFI), at the address and to the attention of the person identified in Section 1 below. In addition to this one hard copy submittal, the complete bid response must be submitted to ICFI electronically (Adobe PDF format) on a compact disk (CD) to be included with the hard copy bid response. The outside of the bid response package must be clearly marked and labeled with "Bid – Claim #1996-021."**

Please note that **the bid response (hard copy and digital version) is to be sent only to ICFI** who will be responsible for opening the bids and providing copies to the Technical Contact and the Solicitor. No bid responses will be opened for review until the due date and time elapses.

**The signed bid package (hard copy and electronic copy) sent to ICFI must arrive no later than close of business (5 p.m.) on April 1, 2011.** Please note that if your bid response is not received by ICFI by this due date and time, it will not be considered, i.e., only those bid responses received by the specified due date and time from those bidders who also attended the mandatory pre-bid site visit (see Section 6) will be considered.

Each bid response will be considered individually and consistent with the evaluation process described in the PAUSTIF Competitive Bidding Fact Sheet, which can be downloaded from the PAUSTIF web site (see [www.ins.state.pa.us](http://www.ins.state.pa.us)). While the Technical Contact will assist ICFI, PAUSTIF, and the Solicitor in evaluating the bid responses, it is up to the Solicitor to select the bidder from those bid responses deemed acceptable to PAUSTIF as reasonable, necessary, and appropriate. The Technical Contact will assist the Solicitor in communicating its choice of the successful bidder, which is anticipated to occur within six (6) weeks after receiving the bid responses.

## **1. SOLICITOR AND TECHNICAL CONTACT INFORMATION**

<u>ICF International</u>	<u>Solicitor</u>	<u>Technical Contact</u>
Mr. Jerry Hawk ICF International 4000 Vine Street Middletown, PA 17057	Mr. Scott Wonsettler, P.G. Environmental Manager United Refining Company of PA PO Box 688 Warren, PA 16365	Frank Markert, PE / PG Excalibur Group, LLC 120 Wesport Drive Pittsburgh, PA 15238 <a href="mailto:fmarkert@excaliburgprllc.com">fmarkert@excaliburgprllc.com</a>

**NOTE:** Submitted bid responses are subject to Pennsylvania's Right-to-Know Law.

**Please note that there is a single point of contact regarding this RFB Solicitation.** All questions regarding this RFB Solicitation and the site conditions must be directed **in written form only** to the Technical Contact and must be received no later than seven (7) calendar days prior to the due date for the bid response. Bidders must neither contact nor discuss this RFB Solicitation with the Solicitors, PAUSTIF, or ICFI unless approved by the Technical Contact. This RFB

Solicitation may be discussed with subcontractors and vendors to the extent required for preparing the bid response. Bidders must also not contact or discuss this RFB Solicitation with the PADEP. If a bidder has specific questions it wishes to discuss with the PADEP, these questions should be provided to the Technical Contact who will forward them to the PADEP, but the PADEP may elect not to reply to any questions it receives.

Please note that unless a question can be successfully demonstrated to be proprietary in nature, all submitted questions and responses submitted during and after the pre-bid site visit will be shared with all bidders on a non-attributable basis. A bidder shall specify any questions it regards as proprietary upon submitting these questions to the Technical Contact. If said question(s) is (are) determined to be non-proprietary by the Solicitor and the Technical Contact, the bidder will be given the option of withdrawing its question(s) before it is answered and a response distributed.

## **2. SITE LOCATION & BACKGROUND**

**Site Background.** The Kwik Fill M-2 station is located at 5501 Peach Street in Erie, Pennsylvania. The site is located approximately 5 miles south of downtown Erie, and 2 miles north of Interstate 80. The site was formerly owned by United Refining and was operated as an active facility until approximately October 2006. The site was sold to the neighboring Millcreek Community Hospital for use in a planned expansion of their property. The former Kwik Fill M-2 station was demolished and the property merged with two adjacent parcels to create space and parking for a new Millcreek Professional building currently under construction. All the properties are located in a commercial district within the community of Mill Creek.

The site was originally characterized in 1996 by American Environmental Associates, Inc. (AEA). In its May 1996 Phase II Site Assessment Report, AEA reported the presence of soil and groundwater contamination, including free-phase product detected in two monitoring wells (MW-7 and MW-8). Petroleum sheens and impacted groundwater seeps were also noted in nearby Beaver Run Creek. Contaminants detected at concentrations above the Act 2 Statewide Health Standards (SHS) for soil and groundwater were benzene, toluene, ethylbenzene, and xylenes (BTEX) and naphthalene. Methyl tert-butyl ether (MTBE) has reportedly never been detected in soil and groundwater at this site.

Soil sampling documented in the SCR identified constituent concentrations above the Act 2 SHS for soils beneath the dispensers, but not around the registered UST cavity or along the product delivery lines. AEA reported that this soil contamination in excess of the SHS was limited to the "smear zone" directly above the groundwater table and to the unsaturated soils directly beneath the dispenser island. According to AEA, groundwater contamination in excess of the SHS had migrated onto the neighboring Millcreek Professional Building property owned by Millcreek Community Hospital (Hospital) and, at one time, likely discharged into Beaver Run Creek located approximately 100 feet to the south of the Kwik Fill M-2 station (see **Figure 1** for site diagram).

In July 1996, AEA instituted manual recovery of free-phase product from two monitoring wells at the site. In July 1998, AEA substituted an automated multi-phase extraction system to recover free-phase product and extract impacted soil vapors and groundwater from both on-site wells and off-site wells located on the Millcreek Professional Building property immediately downgradient of the M-2 station property. Free-phase product recovery and removal continued until approximately 2003 after which measurable free-phase product was no longer detected in the site wells or as product sheens in Beaver Run Creek. Groundwater and soil vapor extraction continued at the site until late 2006 when the remedial system was shut-down in preparation for the UST system removal (see below). Later, this remediation system was removed from the site to accommodate the station demolition and site redevelopment; however, the site monitoring wells and former extraction wells were preserved (with a few exceptions) and remain available for ongoing groundwater monitoring and sampling.

**UST Tank Removals.** In September 2006, United entered into an agreement with the Hospital to sell the former Kwik Fill M-2 station property. The Hospital then merged the former Kwik Fill M-2 station parcel and the neighboring Millcreek Professional Building parcel, which the Hospital already owned, into a single property. As part of this process, the Hospital contracted with Empaco Equipment Corporation (EEC) to remove the former UST system infrastructure (tanks, lines, and dispensers) and to demolish the former Kwik Fill M-2 station building.

In December 2006, EEC removed three, registered, 10,000-gallon motor fuel UST systems and the impacted soils known to be present beneath the dispenser island. However, during this process, EEC also encountered and removed three previously unidentified pre-Act 2 USTs located on the southern side of the former M-2 station parcel. Each of the pre-Act 2 USTs—an 8,000-gallon, a 10,000-gallon, and a 15,000-gallon tank—were found to contain a slurry / sand fill along with water, but the 15,000-gallon pre-Act 2 UST also contained a small amount of free product. All fluids found in the pre-Act 2 USTs were pumped into drums and disposed of off-site.

During the course of these tank removals, visibly impacted soils were reportedly over-excavated. According to EEC's UST closure report, most of these impacted soils came from the area surrounding the three abandoned pre-Act 2 USTs. EEC reported removing impacted soils down to the groundwater table and up to the M-2 station property boundary. In total, approximately 2,300 tons of impacted soils were removed for off-site disposal. EEC also collected 25 sidewall soil samples for analysis of the PADEP shortlist of unleaded gasoline parameters in comparison to the Act 2 closure criteria. Benzene concentrations in excess of the SHS for soil were detected in one soil sample, and naphthalene concentrations in excess of the SHS for soil were detected in five of the soil samples. In addition, toluene, ethylbenzene, xylene, and cumene were detected in at least one soil sample, but at concentrations were below the Act 2 SHS for soil. MTBE was not detected above quantitation limits in any of the 25 soil samples. On February 7, 2008, a request for demonstration of soil attainment was submitted to the PADEP based on these post-excavation confirmatory soil sampling results and application of the 75% 10 X statistical rule. A response to this request has not been received as of this date. Should additional soil characterization / attainment demonstration work be required by the PADEP, it will be considered an out-of-scope item and may be negotiated with the winning bidder.

**Current Site Status.** During the winter of 2007, both the former Kwik Fill M-2 station and the former Millcreek Professional Building were demolished. The former Kwik Fill M-2 station property was then re-graded for construction of an underground stormwater detention basin (USDB) serving a surface parking lot to be constructed on both parcels. This USDB was reportedly installed to a depth of approximately 6 to 11 feet below original grade in the area formerly occupied by the three abandoned pre-Act 2 USTs. Soils removed during the process of installing the USDB were screened in the field screened and were reportedly not impacted. All the excavated soils were removed for off-site disposal.

Currently, the former Kwik Fill M-2 station parcel and the former Millcreek Professional Building parcel have been redeveloped as a surface parking lot for a new professional building that has been constructed on the property to the north of the former Kwik Fill M-2 station parcel on the southeast corner of 54<sup>th</sup> Street and Peach Street. The property is owned and managed by the Millcreek Community Hospital.

Bidders are directed to the documents on the accompanying CD for additional site background information (see Attachment 1 for a list of these documents).<sup>1</sup> **If there is any conflict between the information provided in the RFB and the source documents, the bidder should defer to the information presented in the source documents.** The bidder should review the accompanying historical information carefully; each bidder should base its bid upon its own evaluation of the information provided with this RFB. **For a bid response to be deemed**

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<sup>1</sup> The best scanned-in version of each document available to the Technical Contact has been provided on the accompanying CD.

**responsive, the bidder must include and describe its conceptual site model as it pertains to its proposed SOW and the RFB objectives and requirements.**

### **3. OBJECTIVES / SCOPE OF WORK**

The Solicitor seeks competitive, fixed-price bids to complete the 6 tasks outlined below. To be deemed responsive, each bid must respond in detail to each of the SOW tasks as well as describe and apply the bidder's conceptual site model interpretation as it pertains to conduct of the proposed SOW. Any modification to the selected consultant's SOW for Tasks 1 through 6 will require prior written approval by the Solicitor **and PAUSTIF** through its third-party administrator, and may also require PADEP pre-approval. Bidders should also note that this SOW was provided to and reviewed by the PADEP-NWRO case manager.

It is expected that the selected consultant's approach to completing the SOW will be in accordance with generally accepted industry standards / practices and all applicable federal, state, and local rules, guidance, directives, and regulations. This would include, but is not necessarily limited to satisfying the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended), Pa. Code, Title 25, Chapter 245, and meeting and demonstrating attainment of the standards established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program).

In addition to the SOW tasks specified below, the selected consultant shall also:

- Complete necessary, reasonable, and appropriate project planning and management activities until the SOW specified in the executed contract has been completed. Such activities would be expected to include client communications/updates, meetings, record keeping, subcontracting, personnel and subcontractor management, quality assurance/quality control, scheduling, and other activities (e.g., utility location, etc.). Project planning and management activities will also include preparing and implementing plans for Health and Safety, Waste Management, Field Sampling/Analysis, and/or other plans that may be required by regulations or that may be necessary and appropriate to complete the SOW, and shall also include activities related to establishing any necessary access agreements. Project management costs shall be included in the fixed-price quoted for Tasks 1 through 6, as appropriate.
- Be responsible for coordinating, managing and completing the proper management, characterization, handling, treatment, and/or disposal of all impacted soils, water, and derivative wastes generated during the implementation of this SOW in accordance with standard industry practices and applicable laws, regulations, guidance, and PADEP directives. Waste characterization and disposal documentation (e.g., manifests) shall be maintained and provided to the Solicitor upon request. Waste disposal costs shall be included in the fixed-price quoted for Tasks 1 through 6, as appropriate.
- Be responsible for providing the Solicitor and site owner (Millcreek Community Hospital), with adequate advance notice prior to each visit to the property. The purpose of this notification is to coordinate with the Solicitor and site operator to ensure that appropriate areas of the property are accessible. Return visits to the site prompted by a failure to make the necessary logistical arrangements in advance will **not** constitute a change in the selected consultant's SOW or total project cost for Tasks 1 through 6.
- Be responsible for keeping all wells in good condition, with each well properly sealed and locked in-between each monitoring/sampling event. The selected consultant is responsible for repairing any seals or locks that become defective

during the period of this contract at its expense; however, should a well become damaged or destroyed through no fault of the contractor, the Solicitor may request that the selected consultant repair or replace the well as an amendment to this SOW subject to the rate schedule provided in the selected consultant's bid response. Any request for Fund reimbursement of the reasonable costs to repair or replace a well will be considered on a case-by-case basis.

Per the Solicitor's request, the SOW covered by Tasks 1 through 3, including submittal of the Revised SCR / RAP to the PADEP, must be completed within **5 months** following contract award. **Each bidder's proposed project schedule for Tasks 1 through 3 must clearly and unambiguously meet this requirement.** The project schedule must also specify no less than two (2) weeks for the Solicitor and PAUSTIF to review and comment on the draft Revised SCR / RAP before it is submitted for PADEP review and comment. Tasks 4 through 6 would be performed following PADEP review and approval of the Revised SCR / RAP (Task 3). Therefore, the bid shall also include time to address any PADEP comments received on the Revised RAP.

**Task 1 – Complete Supplemental Site Characterization Activities.** Supplemental site characterization work to be completed under this task shall consist of: repairing the surface seals for six (6) existing groundwater monitoring wells, properly abandoning and replacing four (4) monitoring wells, and installing one (1) new monitoring well. The bidder's fixed-price cost for this task shall also account for: (i) securing necessary off-site access agreements; (ii) identifying subsurface utilities and other buried features of concern; (iii) well development activities; (iv) management of investigation-derived wastes; and (v) professional surveying of the new / replacement well locations and top-of-casing elevations.

Under Task 1, bidders shall propose the repair of four existing monitoring wells located on the former Kwik Fill M-2 station parcel, and the abandonment and replacement of two existing monitoring wells and the installation of one new groundwater monitoring well on the former Millcreek Professional Building parcel. Figure 1 depicts these well locations, including the new groundwater monitoring well to be installed adjacent to Beaver Run Creek. For cost estimating purposes, it should be assumed that each 2-inch diameter new / replacement well is to be completed at an average depth of 15 feet below ground surface and constructed with 10 feet of well screen from the bedrock interface to above the seasonal water table and 5 feet of Schedule 40 PVC casing. Each new / replacement well shall also be constructed to appropriately screen out the native aquifer matrix. Each constructed new / replacement well shall be developed no sooner than 72 hours after completion using a combination of pumping and surging and until free silt and well installation residues have been removed and geochemical parameters (pH, temperature, specific conductance) have stabilized in the well. The new / replacement wells will then be purged and sampled according to the protocols referenced under Task 4. Results of the well sampling shall be presented during Task 3, Preparation of the Supplemental SCR / RAP.

**Task 2: Develop Site-Specific Pathway Elimination Closure Controls & Criteria for On-site & Off-site Soils and Groundwater.** The selected consultant shall complete an exposure assessment by evaluating the existing site data and the additional site characterization activities completed to date to identify potentially complete exposure pathways that would need to be eliminated to attain SSS for downgradient, on-site and off-site soil and groundwater. Fate-and-transport modeling shall be performed to assess the fate of contaminants present in site groundwater and characterize the stability of the groundwater plume. Modeling shall focus on the migration of benzene and MTBE from residual on-site areas into the downgradient, off-site area to help identify potentially complete exposure pathways. Modeling input values shall be obtained from site-specific data as much as possible, including site specific soil data, boring logs, groundwater monitoring results, and aquifer testing results. The New Quick Domenico (Quick Domenico) spreadsheet or other similar model shall be used for modeling contaminant fate and transport from the site onto the downgradient property. Description and results of this modeling shall be presented during Task 3, Preparation of the Supplemental SCR / RAP.

The identification of exposure pathways for the site shall be based upon guidance from the American Society for Testing and Materials (ASTM) and the United States Environmental Protection Agency (EPA), as required by Act 2 (§250.404). Based on review of the existing site data, it is expected that attainment of SSS on off-site real-estate on the opposite side of the roadway will be achievable primarily through institutional controls.

For off-site potentially complete exposure pathways that cannot be eliminated through institutional and/or engineering controls, a baseline risk assessment shall be performed to determine whether the soil and groundwater contaminants present an unacceptable level of risk under the restricted land use conditions. If it is determined that the current contaminant levels pose an unacceptable level of risk under restricted land use conditions, safe contaminant concentrations under the restricted land use conditions shall be derived as the off-site cleanup goals. The determination of whether exposure to a COPC is likely cause adverse health effects in exposed individuals shall be evaluated based on available and up to date toxicity information and accepted PADEP thresholds. For carcinogenic substances, cancer slope factors (SFs or CSFs) developed by the USEPA shall be used to assess the increased probability of developing cancer following exposure to a chemical. For non-carcinogenic (or systemic) substances, reference doses (RfDs) developed by the USEPA shall be used to estimate potential for adverse effects other than cancer. The screening assessment shall be conducted in accordance with Chapter H of the Pennsylvania Land Recycling Program's Technical Guidance Manual (TGM), insofar as is necessary for determining any potential ecological risk. Description and results of this fate and transport modeling, exposure assessment and risk evaluation shall be presented during Task 3, preparation of the Supplemental SCR / RAP.

**Task 3: Prepare Draft and Final Supplemental Site Characterization Report / Remedial Action Plan.** Within 90 days of completing the exposure assessment and baseline risk assessment, the selected consultant / winning bidder shall prepare and submit to the Solicitor a Draft Supplemental Site Characterization Report / Remedial Action Plan (SSCR / RAP) that (1) presents the results of all site work (past and present) and highlighting characterization activities related to the replacement of site monitoring wells (Task 1) and (2) proposes an institutional controls SSS attainment approach for on-site and off-site soils and groundwater. The Draft RAP satisfying §245.311 and §245.312 of Title 25 of the Pennsylvania Code. The selected bidder will be expected to issue a draft version of a complete and comprehensive SSCR / RAP to the Solicitor and PAUSTIF (through its third-party administrator) before the SSCR / RAP is finalized by the successful bidder and submitted to the PADEP for review and comment according to the schedule identified in Table 2 below.

The quality and content of the Draft SSCR / RAP should be sufficient to reasonably expect PADEP approval of the document and ready implementation of a feasible and cost-effective remedial solution meeting the Solicitor's site closure objectives. The SCR shall be signed and sealed by a Professional Geologist and Professional Engineer registered in the Commonwealth of Pennsylvania.<sup>2</sup> After review by the Solicitor and PAUSTIF, the SSCR / RAP shall be submitted to the PADEP for its review. Following PADEP's review, their comments (if any) shall be addresses and be incorporated into a Final SSCR / RAP and shall be submitted to the PADEP for its approval.

**Task 4 – Groundwater Attainment Demonstration.** Under Task 2, the successful consultant shall perform ongoing quarterly groundwater monitoring / sampling of the site monitoring well network (all existing wells and any wells installed by the successful consultant) and routine

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<sup>2</sup> If additional investigative activities are deemed necessary following an evaluation of the results provided from the site characterization tasks defined in this RFB, an Interim Progress Letter will be prepared and submitted to the PADEP in lieu of an SCR. The letter will summarize the site characterization methods and results to date along with recommendations and a schedule for completing additional investigation tasks. This potential alternative reporting task would be performed according to the "New Conditions" section of the Fixed-Price Agreement.

regulatory reporting of the monitoring data. The successful bidder shall initiate and maintain a quarterly groundwater monitoring / reporting program consistent with the sampling program previously executed at this site. Groundwater monitoring, sampling, and reporting activities will commence upon contract award for the duration of the contract period. For the purposes of this bid, the bidder shall assume completing eight (8) quarters of groundwater monitoring and reporting, but shall quote a fixed price cost for each quarterly event. Each quarterly event shall be identified separately in the Milestone Payment Schedule in case more or fewer than eight quarterly events are needed to support a successful groundwater attainment demonstration.

Groundwater sampling and analysis for the PADEP short-list unleaded gasoline parameters shall be performed using PADEP acceptable groundwater purging / sampling methods. Quality assurance and quality control sampling / analyses shall also be performed, as appropriate. The responsive bidder's approach to implementing Task 2 shall clearly identify the assumed number of sampling events, number of samples per event, well purging and sampling method(s), QA/QC measures, analytes, and other key assumptions affecting the bid price.

Each quarterly report submitted to the PADEP shall provide the data generated during the reporting period, shall be complete and concisely organized, and shall contain at least the following elements:

- Data collected from the monitored wells including the depth to groundwater, groundwater elevations, and thickness of any free product encountered.
- Groundwater elevation contour maps for both the shallow and deeper groundwater-bearing zones which also depict a professional interpretation of groundwater flow direction.
- Tabulated historical quantitative groundwater analytical results including results from the current quarter.
- Current quarter laboratory analytical report(s).
- One site-wide iso-concentration contour map for each compound detected in any one well above the SHS during the quarter.<sup>3</sup>
- For each well that has exhibited a SHS exceedance during the reporting period and / or during the previous year, a graphical depiction of historical key contaminant concentrations and groundwater elevations to provide an assessment of correlations between fluctuating water levels / precipitation events and contaminant concentrations. This assessment should specifically address whether or not observed dissolved-phase constituent concentration fluctuations may be related to changing hydrogeologic conditions or whether these fluctuations may be potentially indicative of changed conditions requiring further investigation and / or a possible change in the site closure strategy.
- For each well that has exhibited a SHS exceedance during the reporting period or previously, a graphical depiction of recent key contaminant concentration trends. Each quarter, contaminant concentration trendlines shall be calculated using the previous two-years of analytical data to be plotted on an x-y scatter plot with a logarithmic scale.

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<sup>3</sup> All figures included in each quarterly report (e.g., site plan, groundwater elevation maps, dissolved plume maps, etc.) shall be available in electronic format from the Solicitor upon request.

- Discussion of the data to offer an updated assessment whether these data are consistent with a stable, shrinking, or expanding plume.
- Discussion and documentation of any interim remedial actions occurring at the site during the reporting period (e.g., potential soil excavation).
- Treatment and disposal documentation for waste generated during the reporting period.
- Each quarterly report shall be signed and sealed by a Professional Geologist registered in the Commonwealth of Pennsylvania.

Each bid response is to include an unambiguous statement that the content of each quarterly monitoring report will encompass the minimum requirements listed above.

**NOTE:** The selected consultant will be responsible for keeping the site wells in good condition, with all wells properly sealed and locked in-between each well monitoring / sampling event. The selected consultant is responsible for repairing any seals or locks that become defective during the period of this contract at its expense; however, should a well become damaged or destroyed through no fault of the contractor, the Solicitor shall be responsible for repairing or replacing the well at its cost subject to the rate schedule provided in the selected consultant's bid response.<sup>4</sup>

**Task 5 - Prepare and Issue the Remedial Action Completion Report.** Each bidder shall provide a fixed -price bid for preparing / issuing the RACR. The RACR shall document and discuss the results of Final RAP implementation, present the results of the Task 1 SOW, discuss the selected closure criteria for the site, provide proof of soil and groundwater attainment demonstration, and request an Act 2 release of liability for the property. The draft RACR developed in accordance with the requirements of Chapter 245 Sections 245.311 and 245.312 and its quality and content shall be sufficient to reasonably expect PADEP approval of the document. The draft RACR shall be issued to the Solicitor and PAUSTIF (through its third-party administrator) before it is submitted in final form to the PADEP for its review and comment. The proposed project schedule shall allow for two (2) weeks of review by the Solicitor and PAUSTIF. The Draft RACR shall then be submitted to the PADEP for their review and comment. If necessary, PADEP comments will be addressed and a final RACR produced for submittal to the PADEP. Once the final RACR is approved by PADEP, site restoration work shall commence.

**Task 6 - Complete Site Restoration Work.** The bidder shall also detail and provide a fixed-price bid for properly restoring the site, including the proper abandonment of all site monitoring wells, the removal of any remaining remedial system infrastructure, any needed site re-grading, and necessary re-vegetation or asphalt pavement repairs. Millcreek Community Hospital approval of the site restoration plans and condition will be required. Currently, both parcels are being redeveloped as paved parking areas.

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<sup>4</sup> If, based on the mandatory pre-bid site tour observations (see Section 7), a bidder believes one or more additional wells should be repaired or rehabilitated at this time, the bidder should include the necessary task(s) and fixed price cost(s) as a clear and separate line item in its bid. Should rehabilitation / redevelopment of a well be demonstrated as necessary during the contract period, such activities would be subject to the new / changed conditions provision of the executed contract subject to the unit cost rate schedule provided in the selected consultant's bid response.

#### 4. TYPE OF CONTRACT / PRICING

The Solicitor wishes to execute a mutually agreeable, firm, fixed-price, not-to-exceed contract for the SOW addressed by Tasks 1 through 6. A sample Fixed-Price Agreement is included as Attachment 2,<sup>5</sup> and, although the Fund will not be a party to this Agreement, the Fund will facilitate the process of getting the Fixed-Price Agreement in place.

As noted earlier, **a bidder's response to this RFB Solicitation Package means it has accepted all the contractual terms unless explicitly stated to the contrary in its bid response.** Therefore, any requested changes to the Fixed-Price Agreement must be specified in the bid response. Please note that these changes will need to be reviewed and agreed upon by both the Solicitor and the PAUSTIF.

Each bid is to identify unit cost rates for labor, other direct costs, and equipment, as well as proposed mark-ups on other direct costs and subcontracted services for all SOW Tasks 1 through 6. The by-task and by-subtask quotes are to be entered into the Cost Tabulation Spreadsheet / Standardized Bid Format included as Table 2 in Attachment 3 to this RFB (Table 1 is also included among the accompanying electronic files). Please note that the total fixed-price bid must include all costs, including those cost items that the bidder may regard as "variable," i.e., these variable cost items will not be handled outside of the Total Fixed Price quoted for the SOW. Finally, please also note that referencing extremely narrow or unreasonable assumptions, special conditions, and exemptions may make the bid response too difficult to evaluate and may result in the bid response being deemed "unresponsive."

**Payment Milestones:** Table 1 below illustrates the approximate timing expected for completion of respective milestone tasks and milestone payouts. Actual milestone payments will occur only after successful and documented completion of the work defined for each milestone. Payment milestones under the Fixed-Price Agreement shall be broken out as follows:

- Milestone A –Groundwater Monitoring Well Repair, Replacement, and Installation (Task 1).
- Milestone B - – Develop Site-Specific Closure Pathway Elimination Criteria for Soils and Groundwater (Task 2).
- Milestone C – Prepare Draft Supplemental Site Characterization Report / Remedial Action Plan (Task 3).
- Milestones D1 through D8 – Quarterly Groundwater Monitoring, Sampling, and Reporting (Task 4). Note that the schedule assumes eight (8) Milestone D payments.
- Milestone E – Preparation of Draft and Final RACR (Task 5).
- Milestone F – Site Restoration (Task 6).

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<sup>5</sup> The selected consultant will be provided an electronic copy of the sample contract in Word format to allow contract-specific information to be added.

**TABLE 1 – SAMPLE MILESTONE COMPLETION / PAYMENT SCHEDULE**

<b>Estimated Milestone Timing Month After Contract Award</b>	<b>Base SOW Activities Anticipated / Completed for that Month</b>	<b>Milestone<sup>6</sup></b>
1	Initial Quarterly Groundwater Monitoring, Sampling, and Reporting;	D1
2	Groundwater Monitoring Well Repair, Replacement, and Installation	A
3	Develop SSS Pathway Elimination Criteria for Off-site Soils and Groundwater, Quarterly Groundwater Monitoring	B
4	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D2
5	Prepare a Draft and Final Revised SCR / RAP <sup>2</sup>	C
7	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D3
10	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D4
13	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D5
16	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D6
19	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D7
22	Quarterly Groundwater Monitoring, Sampling, and Reporting;	D8
25	Prepare and Issue Draft and Final RACR	E
27	Site Restoration	F

Please note that the selected consultant's work may be subject to ongoing review by the PAUSTIF or its representatives. In order to facilitate review and reimbursement of submitted invoices by PAUSTIF, project costs shall be invoiced following the task structure specified in the selected bidder's bid response. Tracking incremental and cumulative costs by task will also be required to facilitate invoice review.

Unless otherwise noted by the bidder, each bid response received is required to be good for a period of up to 120 days after its receipt. The unit costs quoted in the bid will be assumed to be good for the duration of the period of performance cited in the Fixed-Price Agreement.

**5. ADDITIONAL BID PACKAGE REQUIREMENTS**

Each submitted bid response must include the following:

- A reasonable demonstration that the bidder: (i) understands the objectives of the project, (ii) offers a reasonable approach for achieving those objectives efficiently, and (iii) has reviewed the existing site information provided in or attached to this RFB Solicitation Package.
- Provide an answer to the following questions regarding the bidder's qualifications and experience:
  - How many Chapter 245/250 sites has your company closed (i.e.,

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<sup>6</sup> Each bidder should modify this sample Milestone Completion / Payment Schedule to reflect its proposed task schedule, as long as the proposed schedule meets the deliverable deadlines specified on page 2 of the RFB.

obtained a Release of Liability under Act 2) in Pennsylvania?

- How many Chapter 245/250 sites has your company or the proposed PA-licensed Professional Geologist (P.G.) and Professional Engineer (P.E.) closed (i.e., obtained a Release of Liability from the PADEP) under either the SHS and/or the Site Specific Standard? [NOTE: The Solicitor requires the work described herein to be completed under the responsible care and directly supervised by a P.G. and P.E. consistent with applicable regulations and licensing standards.]
  - Whether there were or were not circumstances consistent with the cancellation provision of a signed contractual agreement, and has your firm ever terminated work under a fixed-price or pay-for-performance contract before attaining all of the project objectives and milestones? If yes, please list and explain the circumstances of each such occurrence.
- A complete firm fixed-price cost bid for Tasks 1 through 6 by completing the bid cost tabulation spreadsheet provided in Attachment 3 (included among the accompanying electronic files) following the SOW task structure specified herein.
  - A description and discussion of all level-of-effort and costing assumptions.
  - Indicate whether the bidder accepts the proposed contract / terms and conditions (see Attachment 2) or has provided a list of requested changes to the Fixed-Price Agreement.
  - Provide a statement of applicable / pertinent qualifications, including the qualifications of any proposed subcontractors (relevant project descriptions are encouraged).
  - Identify the proposed project team and provide resumes for the key project staff, including the proposed Professional Geologist and Professional Engineer of Record who will be responsible for endorsing work products prepared for PADEP review and approval.
  - Provide a task-by-task description of the proposed technical approach. **If this task-by-task description fails to address a specific requirement of this RFB, it will be assumed that the bidder has accepted all the requirements specified herein by task.**
  - Identify and sufficiently describe subcontractor involvement by task (if any).
  - Provide a detailed schedule complete with specific by-month dates for completing the proposed SOW, inclusive of reasonable assumptions regarding the timing and duration of client, PAUSTIF, and PADEP reviews needed to complete the SOW. Details on such items as proposed meetings and work product submittals shall also be reflected in the schedule of activities.
  - Describe your approach to working with the PADEP from project inception to site closure. Describe how the PADEP would be involved proactively in the resolution of technical issues and how the PADEP case team will be kept informed as to project status.
  - Describe how the Solicitor and ICFI / PAUSTIF will be kept informed as to project progress and developments and how the Solicitor will be informed of, and participate in, evaluating potential alternatives / tradeoffs with regard to the SOW addressed by Tasks 1 through 6.

## 6. MANDATORY PRE-BID SITE VISIT

On **March 17, 2011**, the Technical Contact will conduct a **mandatory pre-bid site tour** for a limited number of participants per firm at this property starting at 11:00 AM. Please inform the Technical Contact at least three (3) business days in advance of this date as to the number of participants attending from your firm. Again, **any firm that does not attend this mandatory pre-bid site tour will not be eligible to submit a bid response.**

Questions will be entertained as part of the pre-bid site tour and every attempt will be made to answer questions at that time. However, all questions and the responses provided during the site visit will also be distributed in writing to the attendees after the tour, as will the answers to any non-proprietary questions submitted in writing after the pre-bid site tour has been concluded. Consequently, bidders are strongly encouraged to ask clarifying questions sufficient to minimize the number of assumptions, special conditions, and exemptions referenced in the submitted bid response.<sup>7</sup> Questions will be accepted up to 7 days before the bid response due date. Again, please note that referencing extremely narrow or unreasonable assumptions, special conditions, and exemptions in a bid response may make the bid response too difficult to evaluate and may result in the bid response being deemed "unresponsive."

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<sup>7</sup> The list of assumptions, special conditions, or exemptions will be discussed with the Solicitor. As part of that discussion, the PAUSTIF may advise the Solicitor that some or all of the assumptions, special conditions, or exemptions that are likely to generate change orders may be the financial responsibility of the Solicitor.



## **ATTACHMENT 2**

### **Fixed-Price Agreement**

(This agreement has been provided in an electronic form that does not permit modifying the agreement because only the selected consultant will need to complete the agreement. An electronic version of the agreement that will allow for tracking modifications to the agreement will be provided to the selected consultant at the appropriate time.)

**ATTACHMENT 3**

**Standardized Bid Format  
(MS Excel Format)**