

# COMPETITIVE FIXED-PRICE BID SOLICITATION

## FINAL GROUNDWATER REMEDY IMPLEMENTATION, ATTAINMENT DEMONSTRATION, REMEDIAL ACTION COMPLETION REPORT, AND SITE CLOSURE ACTIVITIES

BLAIR CO. OIL & SUPPLY  
BCO MART  
RR#2, ROUTE 164  
COVE MOUNTAIN ROAD  
MARTINSBURG, BLAIR COUNTY, PENNSYLVANIA 16662

PADEP FACILITY ID #07-30912  
PAUSTIF CLAIM #1999-0478(M)

*December 6, 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, Blair Co. Oil & Supply (BCO) who hereafter is referred to as "Client" or "Solicitor". In general, this RFB references a scope of work (SOW) for excavating saturated soil from a localized area (final groundwater remedy), demonstrating attainment, preparing a Remedial Action Completion Report (RACR), and completing site closure activities at the BCO Mart facility located in Martinsburg, PA. The subject "Site" is occupied by an automobile retail petroleum sales and convenience store known as BCO Mart located along Route 164 (Cove Mountain Road) in Martinsburg, Blair County, PA.

The Solicitor has elected to pursue site environmental closure under Pennsylvania's storage tank regulations based on demonstrating attainment of the Pennsylvania Department of Environmental Protection (PADEP) Act 2 used aquifer Statewide Health Standard (SHS) Medium-Specific Concentrations (MSCs) for soil and groundwater in a residential setting. Implementation of the RFB SOW is expected to yield data sufficient to identify a rational and cost effective remedial solution that will achieve site closure and a relief of liability under PADEP Act 2 regulations. SOW (Tasks 1 through 6) described below will be subject to a Fixed-Price Agreement (see Attachment 1) to be executed by Solicitor and the selected consultant.

Solicitor requests a written approach, schedule, and firm fixed-price bid to complete the SOW tasks to be completed in accordance with all applicable PADEP rules and regulations. Although not a party to this Agreement, the Fund will reimburse 100 percent of the costs referenced in the Milestone Payment Schedule specified in Section 4 below and as incorporated into the signed Fixed-Price Agreement.

- Task 1. Excavating Limited Area of Saturated Soil / Final Groundwater Remedy
- Task 2. Demonstrating Soil Attainment
- Task 3. Performing Soil Vapor Sampling
- Task 4. Demonstrating Groundwater Attainment
- Task 5. Preparing a Draft and Final RACR
- Task 6. Completing Site Closure / Restoration Activities

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, bidder's 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 hard copy of the signed bid package must be provided directly to the Funds' third-party administrator, ICF International (ICF)**, at the address and to the attention of the person identified in Section 1 below. In addition to this one hard copy submittal, **one electronic copy of the complete bid response (one PDF file) must be submitted to ICF on a compact disk (CD)** to be included with the hard copy bid response. The outside of the shipping package containing the bid response **must be clearly marked and labeled with "Bid – Claim #1999-0478(M)."**

Please note that **the bid response (hard copy and digital version) is to be sent only to ICF** 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. Submitted bid responses are subject to Pennsylvania Right-to-Know Law.

The signed bid package (hard copy and electronic copy) sent to ICF must arrive **no later than close of business (5 p.m.) on Friday, January 13, 2012**. Please note that if your bid response is not received by ICF 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.insurance.pa.gov](http://www.insurance.pa.gov)). While the Technical Contact will assist ICF, PAUSTIF, and the Solicitor in evaluating the bid responses, the Solicitor will select his consultant 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. ICF, SOLICITOR, AND TECHNICAL CONTACT INFORMATION**

<b>ICF International</b>	<b>Solicitor</b>	<b>Technical Contact</b>
Ms. Jennifer Goodyear ICF International 4000 Vine Street Middletown, PA 17057	Mr. Alfred Marchi Blair Co. Oil & Supply 426 Bedford Street Hollidaysburg, PA 16648	Mr. Joseph Ozog, Jr., P.G. Excalibur Group, LLC 91 Park Avenue Windber, PA 15963 <a href="mailto:joeozog@excaliburgpllc.com">joeozog@excaliburgpllc.com</a>

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 five (5) calendar days prior to the due date for the bid response. To help ensure that all bidders are basing their bids on the same information, bidders must neither contact nor discuss this RFB Solicitation with the Solicitors, PAUSTIF, or ICF unless agreed to in writing by the Technical Contact. This RFB Solicitation may be discussed with subcontractors and vendors to the extent required for preparing the bid response. 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 recognizing that the PADEP is not under any obligation and 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. GENERAL SITE BACKGROUND AND DESCRIPTION**

The BCO Mart facility is located along the south side of PA Route 164, locally known as Cove Mountain Road, near the town of Martinsburg, PA (Figure 1). The BCO Mart facility is an automobile retail petroleum distribution facility and convenience store. The subject property encompasses less than ½ acre of land located along the south side of PA Route 164 at the intersection with Agway Road, and is currently located in an area that is a mixture residential, commercial, and vacant land utilized for farming. More specifically, the Site is bordered to the north/northeast by PA Route 164 followed by a residential dwelling, Agway Road, a commercial business, and vacant undeveloped land; to the west/northwest by a commercial business; south and east by vacant undeveloped land (Figure 2). Below-grade utilities on-site and in the area of the subject property consist of natural gas, public water, electric, and the UST system components, but the locations of these utilities are not known with certainty. Sanitary sewage is discharged to an on-septic tank which then discharges to a leach bed. Both the septic tank and leach bed are located southeast of the site building.

The Site is currently occupied by four underground storage tanks (USTs) that were reportedly installed in March 1999, and include a 12,000-gallon and 8,000-gallon unleaded gasoline tanks (tanks 006 and 007), one 6,000-gallon diesel fuel (tank 008), and one 2,000-gallon kerosene (tank 009), along with associated piping and dispensing islands. Locations for the UST cavity and dispensing islands are west/northwest of the site building as shown on Figure 3. The Site is also occupied by a 1,000-gallon heating oil UST located adjoining the southeast corner of the site building.

The release (basis for this USTIF claim) was discovered during the closure via removal of a previous UST system. In March 1999, four USTs which consisted of one 8,000-gallon and two 6,000-gallon unleaded gasoline tanks (tanks 001, 002, and 003), and one 4,000-gallon kerosene (tank 004) along with associated product piping and dispenser island were removed from the site. Tanks 001 through 004 were within a common excavation located adjoining the northwest side of the site building (in area of existing dispenser islands) and the pump island associated with these former USTs was formerly located north of the site building, between building and right-of-way for PA Route 164. The release is suspected to have been from a leak associated with the product dispenser associated with 8,000-gallon unleaded gasoline tank.<sup>1</sup> The two water samples collected from the tank pit contained concentrations of benzene, toluene, MTBE, and naphthalene exceeding PADEP SHS. All but one tank pit side wall soil samples met PADEP standards. The east side wall soil sample contained one compound, naphthalene, at a concentration exceeding PADEP SHS. The gravel fill removed from the UST pit was sampled and returned to the excavation as backfill.

Environmental consultants of record for site characterization and remedial activities are Bolger Brothers, Inc. (BBI) and Groundwater and Environmental Services, Inc. (GES). Site characterization activities following the discovery of the unleaded gasoline release in March 1999 were performed by BBI from October 1999 through to January 2003. The activities performed by BBI included advancement / sampling of 17 soil borings (B-1 through B-17); installation of eight groundwater monitoring wells (MW-1 through MW-8); groundwater monitoring / sampling; and groundwater feasibility testing.

The soil boring program identified soil contamination above the zone of permanent saturation in two separate areas. These separate areas are centered around soil boring B-3 on the north side of the store

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<sup>1</sup> Underground Storage Tank Closure Report, dated July 1, 1999.

and B-16 on the south side of the store. No free product has ever been observed in any of the site wells during the site characterization and remedial activities.

A vacuum enhanced groundwater extraction / soil vapor extraction (VEGE/SVE) remedial system was installed by BBI in May/June 2002. Startup of the remedial system occurred in July 2002. Since this time, soil vapors have been extracted from 10 vapor wells (VW-1 through VW-10). Groundwater has been recovered at three recovery wells (RW-1, RW-2, and RW-3). Work was continued by GES in January 2003 through to the present, and included operation and maintenance (O&M) of the existing remedial system, replacement of recovery well RW-3/MW-8, advancement / sampling of 18 soil borings (SB-1 through SB-16, and SB-18 and SB-19), installation of three nested well pairs (MW-9S/D, MW-10S/D, and MW-11S/D), installation of two additional shallow wells MW-12 and MW-13, soil sample collection / analysis from monitoring well borings, quarterly groundwater monitoring and sampling, and installation and sampling of two soil vapor monitoring points (VP-1 and VP-2). Existing monitoring and recovery well locations, and the soil vapor monitoring locations are provided on Figure 3

The remedial system was idled in November 2010 to monitor any contaminant "rebound" in groundwater. No dissolved contaminant concentration rebound was observed in data obtained from the quarterly events performed in 2011.

Bidders should refer to the accompanying electronic files for additional background information on this site (see Attachment 2 for a list of these documents).<sup>2</sup> Bidders should carefully consider what information, analyses, and interpretations contained in Attachment 2 can be used in performing the SOW outlined in this RFB.

### 3. SCOPE OF WORK OBJECTIVES

Solicitor seeks competitive, fixed-price bids to complete the six (6) tasks outlined below. **To be deemed responsive, each bid must respond in detail to each of the SOW tasks**, including describing the bidder's understanding of the conceptual site model and how that model relates to the bidder's proposed approach to executing the SOW. In other words, bidders shall respond to the SOW as stated herein to enable as much of an "apples-to-apples" comparison of the bids as possible. Recommendations for changes to the SOW should be discussed and quantified separately. **Failure to bid the SOW as is may result in a bid being considered non-responsive.**

Once the contract is signed, 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 require PADEP pre-approval.

The selected consultant's approach to completing the SOW shall be in accordance with generally accepted industry standards / practices and all applicable federal, state, and local rules, guidance, directives, and regulations, including (but not 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).

The project schedule must specify no less than two (2) weeks for the Solicitor and PAUSTIF to review and comment on the draft RACR (Task 5) before it is finalized and submitted to the PADEP for its review and comment. Task 6 would be performed following PADEP review and approval of the RACR. Therefore, the bid shall also include time to address any PADEP comments received on the RACR.

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<sup>2</sup> The best scanned-in version of each document available to the Technical Contact has been provided.

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. 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 with adequate advance notice prior to each visit to the property. The purpose of this notification is to coordinate with the Solicitor 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 Site monitoring 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 Fixed-Price Agreement at its expense. Any request for Fund reimbursement of the reasonable costs to repair or replace a well will be considered on a case-by-case basis.
- Be responsible for securing an access agreement with the neighboring property located to the south/southwest of the Site prior to beginning any of the SOW tasks described below. Access to the off-site monitoring well MW-12 is to be acquired for the purpose of routine groundwater monitoring and sampling and well abandonment activities. It is our understanding that the property owner has been cooperative with allowing access to this well with the previous consultant. Bids shall anticipate and include the level of effort / costs involved with all elements of securing access to this property. The costs associated with site access shall be included in the fixed-price quoted for Task 1.

**Task 1 – Excavating Limited Area of Saturated Soil / Final Groundwater Remedy.** Under this task, bidders shall provide a fixed price bid inclusive of excavation planning / preparation work (e.g., buried utility location / mark-out, surveying excavation locations, etc.), excavation and backfilling for a defined targeted “hot spot” area / volume of the site as defined on Figure 4. The saturated soil in this area contains residual petroleum contaminant (e.g., naphthalene) mass that is sustaining dissolved contaminant levels above SHS. To accelerate attainment of SHS in groundwater, the impacted soil in the zone of permanent saturation will be removed. Bidders are to assume that the surface material to a depth of two feet shall be temporarily stockpiled on-site and tested for adequate quality to be re-used as “clean” backfill. From a depth of 2 to 10 feet, the bidders are to assume that the soil will be field screened

and segregated to separate the “not suspected to be contaminated” and “obviously contaminated” soil. To be deemed responsive to this task, bids must discuss: (1) the PID<sup>3</sup> screening value selected within the range of 20 to 50 parts per million that will be applied to segregate the “obviously contaminated” and “not suspected to be contaminated” soil removed from the excavation, and (2) the field screening approach and frequency. All “obviously contaminated” soil shall be removed from site for off-site disposal and “clean” fill shall be imported to replace the exported soil. Contaminated soil transportation and off-site disposal and clean fill import costs shall **not** be included in the fixed price bid for this task as these will be based on unit costs. Fixed price and unit cost bids for this work task shall be based upon assumptions provided in this section of the RFB.

Figure 4 depicts the lateral limits for the soil excavation. The bidders fixed cost shall include the costs to perform all work necessary to safely excavate, screen, segregate / manage soil, backfill, and surface restore the area shown / specified on Figure 4 including contacting / obtaining the required permits that may be needed before initiating this task. The area shall be excavated to remove soils down to a depth of 6 to 10 feet below grade. Groundwater level data (~6 to 8.5 feet) from the existing monitoring wells in the area of the excavation, and the soil types (i.e. silty clay, rock and coal fragments, clayey silt, clay, and silt and gravel) suggests that there may be groundwater accumulation in the excavation, which may require the removal, sampling, loading, transportation and disposal of impacted groundwater. However, the volume of impacted groundwater that would require managed for disposal cannot be determined at this time and shall not be included in the bidder’s fixed price. Instead, unit costs shall be provided by the bidders for the management, sampling, loading, transportation and disposal of impacted groundwater removed from the soil excavation.

Historical information does not appear to indicate any below grade utilities in the area of the excavation, with the exception of below grade piping for the existing remedial system. Any piping associated with the existing remedial system encountered during excavation shall be cut, removed and disposed, but will not be repaired or replaced. The piping shall also be capped / sealed at the completed excavation side walls. The fixed price cost for this task shall include costs for the management and / or replacement of any other utilities that may be identified and encountered in the excavation. Costs should also include any temporary repairs made prior to permanent replacements.

Fixed price bids for the excavation work shall include any waste profiling (including any sampling & laboratory work) and securing waste facility acceptance prior to beginning the soil excavation. The details of the soil removal activities shall be documented in the RACR and at a minimum include the following: scaled drawings depicting the lateral and vertical dimensions of the completed excavation superimposed on the site plan; all field observations and PID readings; identify the quantity of soil excavated, disposed off-site, used as backfill, and imported for backfill; waste profiling documentation; soil waste disposal manifests and disposal facility; source and amount of imported fill; impacted groundwater management, sampling / analysis, and disposal (if needed); include dated photographs taken before breaking ground, after restoration and throughout the excavation; and documentation (boring logs / well construction diagram and survey information) for any replacement monitoring wells.

Fixed price bids shall also include backfilling and mechanically compacting in lifts the excavated area. The successful bidder shall backfill to within 5 inches of grade using a combination of reused “clean” site soil and imported clean fill. Excavated material stockpiled on site for re-use should be sampled prior to backfilling, and the fixed price bids should include costs for the sampling and laboratory work in accordance with PADEP guidance documents. Bids shall also include surface completion / restoration finished with a minimum 3-inch base and 2-inch finishing course of asphalt.

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<sup>3</sup> PID with 10.6 eV bulb calibrated to 100 ppm isobutylene.

Three existing groundwater monitoring wells MW-9S, MW-9D, and MW-13 are within the proposed excavation footprint. These wells will need to be decommissioned in accordance with PADEP guidance as part of this task prior to initiating the excavation. Following completion of the excavation and backfilling, only MW-13 will be replaced. Construction details for the replacement well shall be identical to well MW-13, and bids must indicate on a drawing the proposed location for the replacement well.

Should, based on field observations and consultation / concurrence with Solicitor and USTIF, the remedial excavation need to be expanded to encompass the area around recovery well RW-3, this well will also need to be closed in accordance with PADEP guidance. As with MW-9S and MW-9D, RW-3 will also not need to be replaced. Since excavation expansion is not currently expected, the RW-3 well closure is not part of Task 1. To the extent necessary; reimbursement of cost for this supplemental well closure due to an expanded excavation would be handled on a unit cost basis.

In addition to providing a fixed price bid for excavating, backfilling, restoring the defined "hot-spot" soil volume, bidders shall also provide excavation-related unit costs for:

- A.1 Management, loading, transportation and proper off-site disposal of excessively contaminated soils (cost per ton);
- A.2 Management, sampling / analysis, loading, transportation and disposal of impacted groundwater removed from the soil excavation (cost per gallon);
- A.3 Purchase, transportation and on-site management of clean imported fill to replace exported excessively contaminated soil (cost per ton);
- A.4 Surface completion for paved areas beyond identified target excavation area limits (cost per square foot);
- A.5 Additional excavation beyond identified lateral boundaries of the excavation limits, excluding excessively contaminated soil transportation / disposal costs since these are captured under A1 (cost per in place cu yard)<sup>4</sup>;
- A.6 Additional backfilling and compaction beyond identified limits, excluding clean imported fill costs since these are captured under A3 (cost per in place cu yard); and
- A.7 Additional well closures if excavation is expanded (cost per well).

**Task 2 – Demonstrating Soil Attainment.** Under this task, bidders shall develop and implement a soil boring program for systematic random soil sampling to demonstrate attainment of the soil SHS. Historical site characterization data indicate there have been SHS exceedances in soil above the zone of permanent saturation (~7 feet). These SHS exceedance areas are in the area of boring B-3, along north side of site building and boring SB-16, south of the site building in area of former "Leach Area" for septic system. Remediation has occurred in each of these areas and the goal of this task is to determine if the soil in these areas as attained SHS.

Each bid shall describe in detail their approach at addressing soil attainment and shall assume advancing a total of eight (8) soil borings for each of the areas shown on Figure 5 (based on an approximate soil volume of 97 cubic yards for each attainment demonstration area and PADEP's guidance of 250.703(c)(d). The intent is to collect soil samples at randomly selected locations / depths within the

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<sup>4</sup> The successful bidder cannot count on reimbursement of excavation beyond the limits depicted in Figure 4 without having obtained prior written approval of the supplemental work by Solicitor and USTIF or its agents before completing the supplemental excavation work.

areas indicated on Figure 5, as can be accomplished safely and without risking damage to any below grade utilities in these areas.

Soil samples from each boring shall be collected from the unsaturated and periodically saturated soils. The remedial system was temporarily idled in November 2010, and groundwater data before and after remedial system operation appears to suggest a range in water levels of ~3 to 7 feet<sup>5</sup>. Soils exceeding SHS have not been identified in Site surface horizon therefore; bidders shall assume the systematic random sampling grids would begin at one foot below grade and extend to a depth of 7 feet, where permanent saturation begins. Bidders shall assume some borings may need to be completed to 7 feet but others will be much shallower depending on the randomly selected locations on the grids.

In addition to contacting PA One Call, bidders shall assume clearing and sampling each boring location to a depth of three feet using a hand auger<sup>6</sup>. Once cleared, each soil boring shall be advanced using direct-push drilling and sampling methods.

The location / depth of the soil samples shall be determined using PADEP's systematic random sampling procedures, assuming one soil sample per boring shall be submitted for laboratory analysis (16 total). Soil samples shall be analyzed for the pre-March 2008 PADEP short list of unleaded gasoline parameters (excluding 1,2,4- and 1,3,5-trimethylbenzenes). Appropriate quality assurance/quality control (QA/QC) samples shall also be obtained for laboratory analysis. The soil sampling results shall be analyzed using PADEP's 75%/10x Ad Hoc Rule, which shall be documented in detail in the RACR (Task 5)<sup>7</sup>.

Activities under Task 2 shall also include: (i) contacting the PA One Call System, Inc.; (ii) professional surveying of the soil boring locations and elevations for inclusion on the site plan; (iii) sealing each boring with bentonite and an asphalt or concrete surface patch after completion; and (iv) managing the drilling and personal protective equipment wastes in accordance with PADEP-South Central Regional Office (SCRO) guidance, check with the SCRO for current requirements. The soil boring program methods and results shall be detailed in the RACR to be prepared under Task 5.

**Task 3 – Performing Soil Vapor Sampling.** Under this task, bidders shall provide a fixed-price cost for collecting a round of soil vapor samples from the two existing soil vapor monitoring points (VP-1 and VP-2). The current consultant (GES) installed and collected an initial round of soil vapor samples from the two soil vapor monitoring points. Results from the initial sampling event did not contain concentrations of COC above standards; however, to confirm these sampling results, a second confirmation sampling event shall be conducted.

Each soil vapor sample shall be collected in pre-certified Summa canisters supplied by the analytical laboratory. Bidders are to use 6L Summa canisters for the soil gas samples with sampling rates not to exceed 200 ml/min. Bidders shall base their bids on the required canister size, sample flow rates below 200 ml/min and other PADEP guidance on soil gas sampling methodology. Soil vapor samples shall be analyzed by Method TO-15, and be submitted to a PADEP-accredited laboratory for analysis of the PADEP pre-March 2008 unleaded gasoline parameters using appropriate analytical methods and

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<sup>5</sup> It appears that historical water levels in the monitoring wells have ranged from ~3 to 10 feet during remedial system operation.

<sup>6</sup> If a generated systematic random sample grid point happens to be located within 3 feet of grade, the successful bidder may need to modify the utility clearing method. In this case, bidders will need to employ best professional judgment in how to best clear the location while simultaneously ensuring soil sample integrity is preserved and the soil sample is representative.

<sup>7</sup> If the sampling data does not allow for attainment of the selected standard, additional work will be considered an out-of-scope task under the Fixed-Price Agreement, which will require Solicitor and PAUSTIF approval of a work plan and cost estimate before beginning the work.

detection levels. Appropriate QA/QC samples shall also be collected and analyzed for the same unleaded gasoline compounds. The soil vapor study shall be described in a quarterly RAPR along with any recommendations regarding the necessity for an expanded vapor intrusion assessment inclusive of indoor air quality sampling, if appropriate. The soil vapor study shall also be described in the RACR (Task 5).

**Task 4 – Demonstrating Groundwater Attainment.** Under this task, bidders shall provide a firm fixed-price to complete up to eight quarters of groundwater monitoring and sampling events.<sup>8</sup> Each groundwater monitoring and sampling event shall include collecting groundwater samples for laboratory analysis from only well MW-11 and the five downgradient POC wells designated as MW-5, MW-6, MW-7, MW-10S, MW-10D, MW-12, and the replacement well for existing MW-13 (Task 1). Each bid shall address confirmation of the POC well designations with PADEP before beginning this task. The conduct and results of each event shall be documented in quarterly RAPRs.<sup>9</sup>

During each quarterly groundwater monitoring and sampling event, the depth to groundwater shall be gauged in all 11 existing available monitoring and recovery wells and the new well installed under Task 1, and prior to purging any of the wells for sampling. Groundwater level measurements obtained from the monitoring and recovery wells shall be converted to groundwater elevations for assessing groundwater flow direction and hydraulic gradient.

Each of the monitoring wells designated for sample collection shall be purged and sampled in accordance with the PADEP Groundwater Monitoring Guidance Manual and standard industry practices. Any well exhibiting a measurable thickness of SPH shall not be purged and sampled. Bidders shall manage equipment decontamination fluids and groundwater generated by the well purging and sampling activities in accordance with PADEP-SCRO guidance, check with the SCRO for current requirements.

Groundwater samples collected during the sampling event shall be analyzed for the pre-March 2008 PADEP short-list of unleaded gasoline parameters (excluding 1,2,4- and 1,3,5-trimethylbenzenes) by a PADEP-accredited laboratory using appropriate analytical methods and detection levels. Appropriate QA/QC samples shall also be collected during each event and analyzed for the same parameters.<sup>10</sup> In addition, each event shall include field measurements for the following parameters: pH, temperature, specific conductance, dissolved oxygen (measured in-situ), and oxidation/reduction potential.

The RAPRs describing the sampling methods and results will be provided to the PADEP on a quarterly basis and within 30 days of the receipt of analytical results for each quarter. At a minimum, each RAPR shall contain the following: a) a narrative description of the sampling procedures and results; b) tabulated data from current quarterly and all historical data; c) maps depicting groundwater flow directions and groundwater analytical data; d) discussion of the data to offer an updated assessment as to when attainment is to be adequately demonstrated; and e) shall be sealed by a Professional Geologist registered in the Commonwealth of Pennsylvania.

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<sup>8</sup> Bidders shall include language in the bid that if groundwater data in the POC wells has been either non-detect or below SHS for four consecutive quarters, the PADEP will be petitioned to approve a reduction in the number of groundwater attainment sampling events.

<sup>9</sup> If the sampling data from any of the designated POC wells does not allow for initiating groundwater attainment, any additional work to address groundwater contamination will be considered an out-of-scope task under the Fixed-Price Agreement, which will require Solicitor and PAUSTIF approval of a work plan and cost estimate before beginning the work.

<sup>10</sup> Each bidder's approach to implementing Task 4 shall clearly identify the number of sampling events, number of wells / samples per event, well purging and sampling method(s), QA/QC measures, analytes, purge water disposal methods, and other key assumptions affecting the bid price.

**Task 5 – Preparing a Draft and Final RACR.** Under this task, the bidder will prepare a fixed-price cost to prepare a draft and final RACR following the completion of Tasks 1 through 4. The RACR shall be prepared in accordance with Section 245.313. At a minimum, the RACR shall provide the details for Tasks 1 through 4. The RACR shall also discuss the selected closure criteria for the site, provide proof of soil and groundwater attainment, and request permanent closure for the site for the current release under an Act 2 Relief of Liability (ROL). The project schedule should allow two (2) weeks for Solicitor and PAUSTIF review of the draft RACR before a final version is submitted to the PADEP. The selected consultant shall then prepare and submit the final RACR to the PADEP in accordance with Section 245.313, and be sealed by a Professional Geologist registered in the Commonwealth of Pennsylvania. The fixed-price cost shall also include addressing any PADEP comments on the RACR.

**Task 6 – Completing Site Closure / Restoration Activities.** Under this task, the bidder shall describe and provide a fixed-price bid for properly closing the site, including: in-place abandonment of monitoring wells, groundwater recovery wells, vapor extraction wells, and soil vapor monitoring points consistent with PADEP guidelines; well head removals; removal / disposal of the existing remedial system; and re-vegetation, concrete / asphalt repairs, as necessary. The below-grade piping for the remedial system shall be closed in-place via cutting piping below ground surface and capping. This task shall also include photo-documenting the site restoration work and completion/submittal of the well abandonment forms. Copies of these photographs and forms shall be provided for the Solicitor's files.

#### 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 1.<sup>11</sup> The Fund will facilitate execution of the Fixed-Price Agreement between the Solicitor and the successful bidder.

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 the bid response.** Therefore, any requested changes to the Fixed-Price Agreement should 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 clearly 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 1 in Attachment 3 to this RFB (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 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 2 below illustrates the approximate timing expected for completion of the 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:

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<sup>11</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.

- Milestone A – Excavating Limited Area of Saturated Soil / Final Groundwater Remedy (Task 1)
- Milestone B – Demonstrating Soil Attainment (Task 2)
- Milestones C – Performing Soil Vapor Sampling (Task 3).
- Milestones D1 through D8 – Demonstrating Groundwater Attainment (Task 4). Note that the schedule assumes 8 Milestone D payments.
- Milestone E – Preparing a Draft and Final RACR (Task 5)
- Milestone F – Completing Site Closure / Restoration Activities (Task 6)

**TABLE 2 – SAMPLE MILESTONE COMPLETION / PAYMENT SCHEDULE**

Estimated Milestone Timing Month After Contract Award	SOW Activities Anticipated / Completed for that Month	Milestone <sup>1</sup>
2	Excavating Limited Area of Saturated Soil / Final Groundwater Remedy	A
3	Demonstrating Soil Attainment; Performing Soil Vapor Sampling; Demonstrating Groundwater Attainment	B,C, D1
6	Demonstrating Groundwater Attainment	D2
9	Demonstrating Groundwater Attainment	D3
12	Demonstrating Groundwater Attainment	D4
15	Demonstrating Groundwater Attainment	D5
18	Demonstrating Groundwater Attainment	D6
21	Demonstrating Groundwater Attainment	D7
24	Demonstrating Groundwater Attainment	D8
27	Preparing Draft and Final RACR	E
31	Completing Site Closure / Restoration Activities	F

1. Each bidder should modify this sample Milestone Completion / Payment Schedule for Tasks 1 through 6 to reflect its proposed task schedule, as long as the proposed schedule meets the deliverable deadlines specified in Section 3 of this RFB.

Please note that the selected consultant’s work may be subject to ongoing review by the PAUSTIF or its representatives to assess whether the proposed and completed work and the associated costs are reasonable, necessary, and appropriate. 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., obtained a Release of Liability under Act 2) in Pennsylvania (*do not include UST removals / closures*)?
  - 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? (*do not include UST removals / closures*) [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 1) 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 (Tasks 1 through 6), 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 ICF / PAUSTIF will be kept informed as to project progress and developments and how the Solicitors 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 **Monday, December 19, 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 **11AM**. 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 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. 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.” 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>12</sup>

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<sup>12</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 certain assumptions, special conditions, or exemptions that are likely to generate change orders may be the financial responsibility of the Solicitor if the change order involves non-reimbursable activities.

*Request for Bid  
PAUSTIF #1999-0478(M)  
Blair Co Oil & Supply  
BCO Mart  
Martinsburg, PA  
December 6, 2011*

## **ATTACHMENT 1**

### **Fixed-Price Agreement**

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

## ATTACHMENT 2

### Additional Background Information

<b><u>Filename:</u></b>	<b><u>Document:</u></b>
BCO Mart_1999-0478_Figures.pdf	Figure 1 – Site Location Map Figure 2 – Site Layout Figure 3 – Site Layout & Well Locations Figure 4 – Saturated Soil Excavation Area Figure 5 – Areas To Demonstrate Soil Attainment
BCO Mart_3 <sup>rd</sup> Qtr RAPR_111030	Third Quarter 2011 RAPR, dated October 30, 2011
BCO Mart_2 <sup>nd</sup> Qtr RAPR_110730	Second Quarter 2011 RAPR, dated July 30, 2011
110130_GES_Q4 2010 RAPR_opt.pdf	Fourth Quarter 2010 RAPR, dated January 30, 2010
101030_GES_Q3 2010 RAPR.pdf	Third Quarter 2010 RAPR, dated October 30, 2010
100730_GES_Q2 2010 RAPR.pdf	Second Quarter 2010 RAPR, dated July 30, 2010
100430_GES_Q1 2010 RAPR.pdf	First Quarter 2010 RAPR, dated April 30, 2010
100127_GES_Q4 2009 RAPR_opt.pdf	Fourth Quarter 2009 RAPR, dated January 27, 2010
010806_BBI_Project Update Report.pdf	Project Update Report, dated August 6, 2001
Remediation Feasibility Study_2001.pdf	Remediation Feasibility Study, dated June 2001
BCO Mart_BBI Progress Report_2001.pdf	Progress Report (July 2001), dated August 6, 2001
000717_BBI_SCR.pdf	SCR dated July 17, 2000
UST Closure Report_1999.pdf	UST Closure Report, dated July 1, 1999
BCO Mart Well Logs.pdf	Well Logs
Soil Gas Analytical_2011	Soil Vapor Point Sampling Data

*Request for Bid  
PAUSTIF #1999-0478(M)  
Blair Co Oil & Supply  
BCO Mart  
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December 6, 2011*

## **ATTACHMENT 3**

### **Standardized Bid Format**