

***Idaho Department of Environmental
Quality Request for Proposal***

***Coeur d'Alene Basin Property
Remediation Program***

Remedial Contractor - 2013



February 2013

**Idaho Department of Environmental Quality
Request for Proposal**

**Coeur d'Alene Basin
Property Remediation Program
2013 Field Program**

**Release Date: March 4, 2013
Due Date: April 15, 2013**

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ACRONYMS

BCR	Big Creek Repository
BPRP	Coeur d'Alene Basin Property Remediation Program
CDA	Coeur d'Alene
CFR	Code of Federal Regulations
CQC	Contractor Quality Control
CY	Cubic Yard
DEQ	Idaho Department of Environmental Quality
EMF	East Mission Flats Repository
EPA	Environmental Protection Agency
G&A	General and Administrative
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste and Emergency Response Operations
HSO	Health and Safety Officer
ICP	Institutional Control Program
ITD	Idaho Transportation Department
NCF	Non-Compliance Form
OSHA	Occupational Safety and Health Act
PHD	Panhandle Health District
QA/QC	Quality Assurance/Quality Control
RDR	2011 Remedial Design Report
RFP	Request for Proposal (Document)
ROD	Record of Decision
SCP	Site Control Plan
T&M	Time and Material

Idaho Department of Environmental Quality Request for Proposal

Coeur d'Alene Basin Property Remediation Program 2013 Field Program

1. GENERAL INFORMATION

1.1 Purpose of this Request for Proposal

The Idaho Department of Environmental Quality (DEQ) is seeking a qualified Contractor to provide services associated with Coeur d'Alene (CDA) Basin Property Remediation Program (BPRP) to reduce exposure to lead and other constituents of concern. The Contractor will be required to provide labor, materials, equipment, and temporary facilities necessary to excavate and transport contaminated materials from the project site to a designated DEQ repository, backfill with clean gravel and/or soil obtained from an off-site source, perform general and final grading, compact backfilled graveled areas, and vegetate backfilled soil areas with sod/hydroseed and other plantings. Other work supporting the overall remediation goal may be required as outlined in this Request for Proposal (RFP) document.

1.2 Date, Time, Number of Copies

One (1) original and one(1) copy of the technical proposal and one (1) original price proposal must be submitted by **April 15, 2013, 4:00 P.M. Mountain Time**. In addition, please provide one (1) digital copy on a -CD in Microsoft Word and Excel.

Price proposals must be sealed separately but included in the same package as the Technical proposal. Proposals will be date and time stamped upon arrival at the DEQ and stored in a secure place until the time of public bid opening. The mailing and hand delivery address is:

Department of Environmental Quality
RFP0921
Attn: Marcia Todd
1410 North Hilton
Boise, Idaho, 83706

1.3 Public Opening of Bids

Sealed bid proposals will be opened publicly **April 15, 2013 at 4:10 P.M. Mountain Time** in the DEQ Lobby at 1410 North Hilton, Boise. Only the names of those submitting proposals will be identified at the public bid opening.

1.4 Late Proposals

Proposals received after the deadline will **not** be accepted.

1.5 Bidder Questions and DEQ Response

The DEQ will not respond to telephone inquiries, or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, bidders may submit written, FAXED, or e-mailed inquiries postmarked on or before **March 19, 2013, 4:00 P.M. Mountain Time**. Written questions regarding the RFP, specifications, terms and conditions, or the Standard Contract must be submitted to Marcia Todd, by facsimile at 208-373-0315 or e-mailed to Marcia.Todd@deq.idaho.gov. The mailing address is: Idaho Department of Environmental Quality, ATTN: Marcia Todd RFP0921, 1410 North Hilton, Boise, Idaho 83706. In addition, DEQ will hold a **Bidders' Conference March 26, 2013**, from 9:00 A.M until Noon Pacific Standard Time at the Idaho Department of Labor, 35 Wildcat Way, Suite B, Kellogg, in A & B.

Written responses to inquiries, including those from the bidders' conference and RFP addendum, will be prepared and posted on the DEQ website www.deq.idaho.gov approximately one week after the bidder's conference.

1.6 Technical Specifications

Work will be in accordance with the following documents:

- A. Bunker Hill Mining and Metallurgical Complex Superfund Site Operable Unit 3, Human Health Response CDA Basin Project Residential, Commercial and Rights-of-Way, 2011 Remedial Design Report (RDR) Prepared by: Idaho Department of Environmental Quality 2011.
- B. Institutional Controls Program; Barrier Design Criteria & Permitting Requirements. Prepared by: Welch, Comer & Associates. March, 1995.

(A copy of the RDR is included at the DEQ website www.deq.idaho.gov. The RDR is also available on CD at the DEQ Kellogg Office. The Contaminant Management Rules for the Bunker Hill Superfund site is part of Panhandle Health District's Environmental Health Code. It is in the Idaho Administrative Code 41.01.01: <http://adminrules.idaho.gov/rules/current/41/0101.pdf>. The "Box" starts at 500 and the "Basin" is referenced starting at 511.)

Specifications for Remediation: The specifications presented in Section 3 of this document are supplemental to the RDR. The RDR represents the standard specifications for this project. To assist prospective bidders the RDR is included in the appendices. Prospective bidders should be familiar with the RDR in its entirety. The DEQ will assume those proposing and the selected Contractor to have read and understand the RDR. However, should discrepancies exist between this document and the RDR, the RDR will control the required scope of work.

1.7 Payment

- A. The contract price for each pre-priced item will constitute compensation for furnishing all labor, materials, tools, equipment, testing, supplies, and performing all necessary operations to complete each item of work as specified in accordance with specifications, the RDR, site-specific scope of work, and construction plot plan drawings.
- B. Material and work paid under one item will not be paid for under any other item.
- C. No separate payment will be made for work, services or operations required by the Contractor prior to contract award.

- D. The Contractor will not be compensated for loss of time or equipment due to breakdown of equipment, weather, or lack of materials, equipment or labor.
- E. No payment will be made for any work abandoned by the Contractor. No payment will be made for any work rejected by the DEQ, or their designated representative, because of failure to meet specifications.
- F. Regardless of quantities estimated in the RFP, including the Unit Price Bid Sheets, payment will be made based on quantities identified and measured for each property.
- G. Requests for payment (invoice) on an individual property will be submitted after satisfactory completion of remedy activities, excluding maintenance and warranty activities. Payment invoices cannot be submitted until the Contractor completes the punch list items, completes the Property Construction Completion Report Form, and the DEQ, in consultation with their designated representative, reviews, approves, and agrees that the work is satisfactory and complete.
- H. Sign off by the DEQ on individual properties, signifies the work is substantially complete on that property. Substantially complete means the work and punch list items are completed, and the DEQ and property owner signatures are obtained.
- I. Payments will be made no more often than bi-weekly, for tasks completed and appropriately billed.
- J. The Contractor may submit invoices no more frequently than every 2 weeks. Once an invoice is submitted to the DEQ, no more properties may be added to that invoice. Additional properties must be added to a subsequent invoice.
- K. The costs associated with each individual property will be carefully reviewed by the DEQ. Incomplete or inaccurate invoices will be sent back to the Contractor to be corrected.
- L. Three percent (3%) of each invoiced amount will be held back as retainage to be used to pay for uncompleted work or damage caused by the Contractor found after substantial completion and to assure warranty work is performed. Half (50%) of the retainage will be returned after November 1 of the following calendar year, provided one year warranty items and other corrective actions have been satisfied. The remaining half will be returned following November 1 of the second calendar year, if second year warranty and other corrective items have been satisfied.

1.8 Project Schedule

Table 1 provides the anticipated project schedule. No inclement weather days will be paid. However, the DEQ may extend the schedule for completion at their discretion.

Table 1. Anticipated project schedule.

Element	Date
Written RFP Questions Due to State	March 19, 2013, 4:00 P.M. MST
Proposal Due Date	April 15, 2013, 4:00 P.M. MST
Submit Contractor Quality Control (CQC) Plan	10 days after contract award
Health and Safety Plan (HASP)	10 days after contract award
Submit Site Control Plan (SCP)	10 days after contract award
Start on-site activities	May 2013 (Weather Dependent)

Table 1. (continued).

Element	Date
Complete remediation activities	December 31, 2013
Completion report	45 days after final day of construction season
Complete lawn-watering activities	45 days after sod/hydroseed application
Replace dead/dying trees and shrubs	1 year from remediation completion
Repair drainage and damage resulting from drainage	2 years from remediation completion

1.9 Submittals

The selected Contractor will prepare and submit all applicable submittals to the DEQ in accordance with the requirements and schedules identified in this document and the RDR.

1.10 Qualifications and Additional Requirements

1.10.1 Minimum Qualifications

The Contractor performing work under this RFP will have the minimum qualifications identified below and have the labor, equipment, and material to perform the duties listed in this document and the RDR.

Experience. An experienced Contractor is essential in minimizing costs and providing the property owner with a quality product in a safe manner. The Contractor will be selected based upon:

- A. Their experience in conducting excavation and landscaping work, especially working with contaminated soil on projects similar to the type and scope of work proposed under this RFP.
- B. The experience of their personnel and Sub-Contractors that will perform the work.

References Required. References will be checked. Proposers must submit the names and telephone numbers of three clients for which they have performed similar work. The Contractor will have a minimum of 2 years of excavation and landscaping work. Experience on projects similar to the anticipated work under this RFP must be clearly identified by the Contractor in the bid proposal.

Resources. Vendors must possess the capability to assemble the financial, labor, and equipment resources necessary to remediate 120 properties or approximately 1.2 million square feet during the life of this contract.

Sub-Contractors. The selected Contractor will assume sole responsibility for services offered for work under this RFP, including services provided by the Sub-Contractors. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If the Contractor uses Sub-Contractors, they must be named in the proposal. Any changes, either removal or addition, must be approved in writing by the DEQ.

Local Participation. Local participation through the use of local labor and Contractors is encouraged. The Contractor will report on the percentage of local labor, equipment, and Sub-Contractors used in the work bi-monthly and in the final completion report. For project purposes, “local” means acquired or living east of 4th of July Pass and west of Lookout Pass.

Disclosure of Potential Conflict of Interest. Each bidder must include a statement disclosing their status and the status of their parent companies, subsidiaries, and affiliates as having a potential conflict of interest. Each candidate shall also certify that:

“To the best of my knowledge and belief, I have disclosed all information requested by DEQ concerning potential conflict of interest status, and I shall immediately disclose any such information discovered after submission of this proposal or after contract award.”

The Contractors and the Sub-Contractors will not be considered for provision of services, if the DEQ determines that a conflict of interest is significant and cannot be avoided or otherwise resolved. Failure to include this disclosure will result in disqualification of the proposal.

Safety and Health. The Contractor shall show the ability to perform the work in a safe manner and comply with federal, state, and local safety rules and regulations, including, but not limited to, the Occupational Safety and Health Act (OSHA) of 1970. The Contractor shall demonstrate experience in preparing and enforcing health and safety plans (HASP’s) on projects with similar scope and/or within the CDA Basin/Bunker Hill Superfund Site. Specifically, the Contractor shall demonstrate compliance with 29 Code of Federal Regulations (CFR) 1910.120 by submittal and implementation of their HASP for the scope of this work. The Contractor shall have the sole and complete obligation to provide a safe and healthful working environment for its employees and for others who may be exposed to the work. The Contractor shall make all possible efforts to prevent injuries to personnel carrying on operations covered by the proposed contract and to the public. The Contractor shall maintain its equipment in a safe operating condition.

1.10.2 Contracting with Small Business and Minority Firms, Woman Owned Business Enterprises, and Labor Surplus Area Firms

It is national policy to award a fair share of contracts to small, minority and woman owned business firms. Affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, material, equipment, and construction services. The Contractor will agree to support the DEQ’s small, minority and woman owned business enterprise contract procurement program ensuring those businesses participation in subcontracts. The percentage goals are:

- ✓ Small (2%)
- ✓ Minority (9%)
- ✓ Women (3%)

Affirmative steps include the following as a minimum:

- A. Including qualified small, minority, and woman owned businesses on solicitation lists;
- B. Ensuring that small, minority, and woman owned businesses are solicited whenever they are potential sources;
- C. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and woman owned business participation;
- D. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and woman owned businesses;

E. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required; and

F. Proposers are encouraged to procure goods and services from labor surplus areas.

Records supporting the percentages of disadvantaged business participation will be maintained by the Contractor and will be made available to the DEQ's duly authorized representative upon request.

1.10.3 Training

The Contractor will comply with necessary federal, state, and local training requirements. At a minimum, the training will include attending the Panhandle Health District's training course for Contractors through the Bunker Hill Superfund Site Institutional Controls Program. This training is offered free to Contractors and provides them with information on contaminated soil, barriers, exposure control, and Best Management Practices for construction and runoff. The Contractor will also need to have the necessary OSHA training (e.g., Hazardous Waste and Emergency Response Operations [HAZWOPER], lead (Pb) in construction, and equipment operator training). All site workers and supervisors will provide the DEQ with proof of HAZWOPER training and current refresher course completion in their HASP.

No additional compensation will be made for costs of acquiring required training.

1.10.4 Davis Bacon Wage Determinations

The Contractor will comply with prevailing Davis Bacon wage determinations for each level of labor and equipment operation required under the contract. The Contractor will provide a certified payroll report to the DEQ on a weekly basis. The current Davis Bacon wage determinations to be used for this RFP and first contract term are included in the Appendix A-1.

1.10.5 Key Project Personnel

The DEQ retains the right to approve key personnel assigned to the project and any changes in personnel whose participation in the project is specifically offered by the Contractor. Key personnel are defined as persons serving in the capacity of project manager, deputy project manager, superintendent, quality assurance/quality control (QA/QC) officer, health and safety officer, and field crew supervisors. If the Contractor lists an employee in their proposal that is later removed from the project without the approval of the DEQ and the individual continues as a Contractor employee, the DEQ, at its option, may impose liquidated damages of up to \$2,500 per individual. Such approval will not be unreasonably withheld.

1.11 Quality Assurance /Quality Control

The DEQ required QA/QC standards that are applicable to this RFP are included in the 2011 RDR that is hereby incorporated by reference to this RFP. The CQC requirements are also described in the RDR.

1.12 Administrative Requirements

1.12.1 Contract Term

The DEQ will award one contractor a fixed unit rate contract that will be awarded for the first construction season beginning upon contract issuance by the DEQ and ending on December 31, 2013.

The DEQ reserves the right to extend the contract for up to three additional 1-year periods. Such renewals will be mutually agreed upon between the Contractor and the DEQ.

The DEQ reserves the right to terminate the contract for reasons allowed in the contract.

1.12.2 DEQ Option to Obtain Services Outside of the Contract

The DEQ reserves the right to contract separately for services within the scope of this project and in the best interest of the DEQ.

1.12.3 Public Disclosure of Information Contained in Proposals and Bidder Responsibilities

Proposals received will remain confidential until the Contract is signed. Thereafter, proposals submitted in response to this request will be deemed public record.

In the event that a proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent upon the proposer to identify those portions. At the time of bid submittal, each page or portion thereof claimed to be exempt from disclosure, must be clearly identified by placement of a stamped, typed or other notation employing such language as “trade secret”, “proprietary,” or “confidential” in the lower right-hand corner of each relevant page. Cost proposals will not be considered trade secrets.

1.12.4 Changes in RFP

Changes made in the RFP, during bidding, will be put in writing in the form of an addendum. This addendum will be sent via mail and email, and will be made available via the DEQ’s website, www.deq.idaho.gov. It is up to each bidder to ensure that the DEQ has the correct mail and emailing addresses for this process.

1.12.5 Certification Regarding Debarment

In accordance with 40 CFR, Part 32, all proposals submitted for federal assistance will include a signed debarment certification document (see Appendix B). Proposals must contain this signed certification to be considered for contract award.

1.12.6 Contract Terms and Conditions

The successful bidder will be required to sign a State of Idaho, Department of Environmental Quality Standard Contract and adhere to the terms and conditions of the RFP and the Contract. For your review, the Standard Contract is included in Appendix C. The bid proposal of the successful bidder, this RFP, the RDR, and any addenda will become part of the Contract. Questions regarding the Standard Contract must be addressed in accordance with Section 1.5.

The following is a brief explanation of the insurance coverage that the State requires of the Contractor. Certificates of insurance are required and will be submitted to the DEQ within 1 week of contract signature.

- A. Idaho Worker's Compensation. This coverage is required by Idaho law and provides protection to the employees of a Contractor as a result of personal injury or death suffered by the employees of the Contractor while in the course and scope of their employment.

- B. Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- C. Comprehensive General Liability. This coverage insures against a broad range of liability hazards arising from the performance of the contract. This coverage should be viewed as the most basic of liability coverages required of a Contractor and generally protects against the hazards of premises and operations; independent Contractors; and completed operations. This coverage is also the basic coverage to which the subsequent endorsements are attached. Comprehensive general liability insurance for bodily injury, death or loss of or damage to, property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate for each policy year shall be procured and maintained.
- D. Automobile Liability Including Pollution Coverage. The Contractor shall obtain, at the Contractor's expense and keep in effect during the term of this contract, Automobile Liability Insurance that includes pollution coverage with a combined single limit of no less than \$1,000,000 or equal to the U.S. Department of Transportation requirements whichever is more. Such policy shall insure against bodily injury, property damage, and environmental damage arising out of the use by or on behalf of the Contractor, its agents, and employees or owned, non-owned, or hired vehicles.
- E. Accidents and Catastrophic Loss. The contractor shall have and maintain Excess Liability. The combined single limit per occurrence shall not be less than \$5,000,000 per each occurrence and \$5,000,000 aggregate. Pollution Liability and Professional Liability shall also be maintained \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.12.7 Incurring Costs

The DEQ will not be liable for any costs associated with the preparation and/or presentation of a proposal submitted in response to this RFP.

2. DESCRIPTION AND EXECUTION OF WORK

2.1 Background Information

The Environmental Protection Agency (EPA) has issued a Record of Decision (ROD) for environmental and human health improvement in the Coeur d'Alene Basin (EPA September 2002). The remedial action goal is to reduce lead and arsenic exposure pathways in soil and house dust. Two programs may be implemented to reduce lead exposures:

- A. Enhancement (greening) of property with an average lead content greater than or equal to 700 mg/kg but less than 1,000 mg/kg,
- B. Soil removal and replacement for properties with an average lead content greater than or equal to 1,000 mg/kg or an arsenic content greater than or equal to 100 mg/kg.

The DEQ will identify properties requiring remediation. The remedial actions typically consist of soil and/or gravel removals, visual marker fabric placement, and replacement of "clean" soil and/or gravel up to 12 inches deep in yards, driveways, parking areas, and rights of way. Garden areas may require excavation and/or replacement of up to 24 inches of "clean" garden soil.

The contract goal will be successful completion of yard remediation on schedule, in a safe manner, and within the authorized budget based upon a fixed unit price contract. The volume of work will be determined, based on unit prices submitted by the Contractor and the amount of funding provided for the program. Additional work may be added to the contract of the successful bidder, at the discretion of the DEQ.

The Contractor agreements with the property owners, outside of the DEQ approved work plans, are the sole responsibility of the Contractor and done at no cost to the project. The Contractor assumes all liability for such work and will indemnify the DEQ from liability due to this work.

The DEQ is aware that other Contractors may be doing work in the area of the planned property remediation. The successful bidder for the RFP shall coordinate their activities with other Contractors in the area. The DEQ is not responsible for delays due to multiple Contractor activities.

2.2 Project Management and Work Plans

2.2.1 Contractor Reporting and Project Management

The overall project management role for the Contractor will be to ensure the project requirements outlined in this document and the RDR are completely, safely, and correctly executed to the satisfaction of the DEQ. All activities performed under the Contractor's program must be accomplished in a manner that displays competence with construction and remedial operations and display a high regard for public and private properties. The Contractor will provide daily progress reports to the DEQ, and their designated representative. The daily report will be delivered to the DEQ, and their designated representative, at the end of each workday. Quality control inspection reports and quality control testing reports will be submitted to the DEQ, and their designated representative, as required.

The Contractor will provide a Final Construction Completion Report summarizing the activities conducted for the project. The Contractor will deliver this report to the DEQ within 45 days of completion of the construction season.

Additional Management Requirements

In addition to the tasks and requirements previously described, the Contractor shall:

- A. Provide on-site daily oversight, quality control, and management;
- B. Perform necessary planning and scheduling;
- C. Perform required record keeping;
- D. Provide and be responsible for any and all required training;
- E. Monitor and comply with applicable health and safety requirements; and
- F. Monitor health and safety and training program operations.

2.2.2 DEQ Project Management

A project organization chart is presented in Appendix D. The DEQ will designate a Project Coordinator for the contract who will:

- A. Coordinate work activities with the Contractor and the DEQ;
- B. Review and approve work plans submitted to the DEQ by the Contractor;
- C. Track and evaluate the progress in compliance with contractual commitments;
- D. Review and approve project deliverables or work products submitted by the Contractor;
- E. Review and approve payment requests to the DEQ; and
- F. Conduct quality control and quality assurance, including backfill sampling and analysis.

2.2.3 Review and Approval of Submitted Work Plan

The DEQ will review and approve the work plan, schedule, and staff assignments included in the bid proposal from the Contractor. The Contractor shall address any comment or suggestions provided by the DEQ. Once the DEQ is satisfied with the work plan, schedule, and staff assignments, this will serve as the work plan for the contract.

2.2.4 Change Orders - Revision of Work Assignments and/or Work Plans

The DEQ may make changes in specific work assignments through issuance of change orders. Such change orders will specify the reason for the change and, as appropriate, will include any modified budgets, schedules, scope of work, or other changes. Such change orders will become part of the contract once signed by the DEQ, their designated representative, and the Contractor's authorized representative. Changes in work will not be allowed, when such changes would be attributable to Contractor error or delays, or weather. All change orders must be in writing, and no work may commence without a written authorization from the DEQ.

Due to the nature of the work contemplated under this contract, there will be change orders. Change orders for work outside the original scope of work will be negotiated on either a time and materials basis or lump sum basis, at the discretion of the DEQ. Change orders for work included in the original scope of work will be negotiated based on the bid unit prices. For work outside the original scope of work, specific materials specifications and workmanship requirements will be provided as part of the change order process.

Additional work that may be encountered includes but is not limited to (refer to Section 3.8) the installation of:

- A. Asphalt,
- A. Concrete,
- B. Pavers,
- C. Fencing,
- D. Lattice,
- E. Retaining Walls/Cribbing,
- F. Decorative Rock (Landscaping),

- G. Catch Basin/Storm Drainage,
- H. Culverts, and
- I. Sprinkler System Installations.

2.3 Requirements for Execution of Work

2.3.1 General

In general, execution of work will typically consist of the below listed tasks. Many of the projects will consist of either more or less tasks than listed. A more detailed list of the specific project tasks is included in subsequent sections.

- A. Attend preconstruction meetings and site walk-throughs to determine the Scope of Work. Review construction plot plan drawings supplied to the Contractor from the DEQ.
- B. Prepare all of the required documentation, including a Quality Control Plan, HASP, and SCP.
- C. Obtain product and material samples, and obtain approval from the DEQ 5 days prior to use.
- D. Prepare and submit cost estimates and proposed work schedule based on the Contractor's understanding of the Scope of Work.
- E. Perform preconstruction activities including: site walkthroughs, agreement preparations, and signatures, utility locates, and safety meetings.
- F. Perform work under this Contract, per the specifications and requirements set forth in this RFP Document and the RDR.
- G. Perform follow-up activities, as required, based on the Contractor and the DEQ assessment of the work performed.
- H. Final walkthrough, project paperwork, and preparation of the final construction completion report.
- I. Project Closeout.

2.3.2 Attend Meetings

The Contractor will be required to attend project meetings.

The Contractor will be required to attend a pre-construction meeting with the DEQ, prior to initiating on-site work. The date, time, and place of this meeting will be determined at a later date. The Contractor will be required to attend a quality control meeting with the DEQ, prior to initiating on-site work, to discuss the CQC Plan, which shall be submitted a minimum of five calendar days prior to the quality control meeting. The date, time, and place of this meeting will be determined at a later date. These meetings may be combined at the discretion of the DEQ. The Contractor will also be required to attend weekly progress meetings with the DEQ. The date, time, and place of these meetings will be determined at a later date.

The Contractor will be required to attend at least three meetings, per property, with the DEQ, or their designated representative, they are generally described as follows:

- A. The pre-estimate walkthrough will provide the Contractor with an opportunity to identify existing site conditions and prepare a property specific estimate.
- B. The pre-construction walkthrough will be utilized to develop a specific scope and schedule. The DEQ will provide a construction plot plan drawing, signed by all parties, that will serve as a property specific scope of work for the remedial actions.
- C. A post-remediation walkthrough (a remediation completion inspection) is required per Section 10.1 of the RDR to determine satisfactory completion of work, to identify concerns or damages caused during remedial work, and to develop a work-required punch list. The punch list work must be completed and approved by the DEQ, or their designated representative, prior to invoicing for payment. For work in publicly owned rights of way, this inspection will include a representative from the appropriate governmental entity. Measurement for payment will typically take place during the post-remediation walkthrough, as well.

One or more of the above meetings may be combined and need not occur at separate times, with the exception of the post-remediation walkthrough. Other meetings involving scheduling, disputes or other issues arising during the construction or warranty period may occur.

2.3.3 Site Control and Quality Control Plans

The Contractor is required to prepare and submit a Site Control Plan (SCP) per Section 6.0 of the RDR.

The Contractor's SCP will include a HASP that will provide the measures and protocols the Contractor will implement to protect human health and safety during construction activities. Basic site control and HASPs are available at the DEQ Kellogg office to serve as the basis from which Contractors can prepare their project specific plans.

In addition to the SCP, a Contractor Quality Control Plan (CQC) shall be submitted to the DEQ for review and approval in accordance with Section 12.1.2 of the RDR.

2.3.4 Accept and Sign Agreements

The Contractor will accept and sign the remediation access agreements and the construction plot plan drawings developed by the DEQ, prior to starting site work.

2.3.5 Prepare Property for Remediation Work

The Contractor will prepare the property for work per Sections 3.0 and 4.0 of the RDR.

2.3.6 Decontaminate Equipment/Personnel/Areas as Necessary

Equipment and personnel will go through a decontamination process prior to leaving a property during removal work. This will minimize the potential for off-site tracking of contamination. Detailed procedures for decontamination of personnel and equipment will be provided in the Contractor's SCP. The Contractor will be required to clean areas outside the property where they have spilled or placed contaminated material.

Decontamination at the repositories is provided by others, at no cost to the Contractor. All truck beds will be decontaminated prior to transporting "clean" backfill material.

2.3.7 Warranty the Remedy

The Contractor's will warranty the remedy per the DEQ's remediation access agreements and the RDR.

2.3.8 Keep Project Records

Daily Reports. The Contractor will complete a daily report to document work conducted on each property and deliver it to the DEQ, and their designated representative, on a daily basis. The Contractor will sign the daily report attesting to the work completed that day. The daily reports will include information such as:

- A. Summary of progress for the day, including the Contractor equipment and labor utilization, and Sub-Contractor utilization. (Foreman's Report);
- B. Issues or concerns generated by that day's activities;
- C. Sod crew activities;
- D. Forecast of the next day's activities;
- E. Truck logs for properties watered;
- F. Health and Safety activities and incidents, including Incident Response Forms;
- G. QA/QC reports;
- H. Truck logs documenting backfill and disposal activities; and
- I. Issues, complaints, or concerns raised by the property owner(s) and the resolution to those issues.

The Contractor will complete quality assurance inspection and testing reports, as required and specified in the CQC specifications.

Final Construction Completion Report. The Contractor will complete a final report summarizing the activities conducted for the project. The report will include the following:

- A. Pre- and post- construction site photographs;
- B. Number of employees and Sub-Contractors;
- C. Quantity summaries and breakdowns;
- D. Start and stop dates for both the individual property work and the overall project;
- E. Volume of material excavated and disposed per property and for the overall project;
- F. Surface area remediated per property and for the overall project;
- G. Repositories used and volume placed (based on truck counts and estimated volumes);
- H. Total costs of project (Including individual property Cost Estimates vs. Invoiced amounts, work orders, etc.);

- I. Change Orders;
- J. Average haul distance for the project;
- K. Soil and gravel analysis data (physical and chemical);
- L. Identification and address of suppliers;
- M. Description of health and safety incidents and preventative steps taken;
- N. Warranty work completed during the season and a resolution narrative;
- O. Description of property owner disputes and summary of the resolution; and
- P. Non-Compliance reports.

2.3.9 Meet the Schedule

The Contractor will generally have remediation activities completed by October 31, 2013. This date does not include lawn maintenance, such as watering, or warranty work. The DEQ may extend the project completion date at their sole discretion.

2.3.10 Access

Work will be performed during daylight hours as directed by the DEQ, or their designated representative. Except for emergency situations, on-site work will be conducted between 7:00 a.m. and 6:00 p.m. local time, Monday through Thursday. Clean access will be provided to the property at all times.

2.3.11 Coordination

Construction activities will be coordinated with the DEQ, or their designated representative, and the property owner(s). The Contractor will limit the duration of time a property is open. The Contractor will coordinate with the DEQ, or their designated representative, to allow timely inspection of quality assurance requirements prior to proceeding to the next element of work. The Contractor will not proceed with sod/hydroseed installation until the soil barrier depth and quality has been inspected and approved by the DEQ, or their designated representative.

2.3.12 Covered Trucks

All clean and contaminated loads of soil and gravel will be covered during transit.

2.3.13 Permits

The Contractor will obtain and pay for construction permits and licenses required to complete the work. The cost of permits is incidental to the work. The Contractor will have and maintain an Idaho Public Works Contractors License, even though this project is not a Public Works project. Although a permit for work under the Institutional Controls Program (ICP) is not required, it will be necessary for all of the Contractor's workers, supervisors, and sub-contractors to attend an ICP training session. The Panhandle Health District (PHD) provides this training free of charge, and if necessary, the DEQ will coordinate a session with the PHD to specifically train BPRP workers and sub-contractors.

2.3.14 Laws and Regulations

The Contractor will comply with all laws and regulations applicable to furnishing materials, labor, equipment, and the performance of the work.

2.4 Health and Safety

2.4.1 Health and Safety

- A. The Contractor will plan and execute health and safety control measures, including, but not limited to traffic control, site control, utility locates, training, tailgate meetings, sanitary accommodations, dust control, drinking water facilities, washing facilities, decontamination, noise control, and house-keeping in accordance with local, state, and federal requirements. The Contractor will be asked to stress significant hazards, including, but not limited to the control of traffic, safe driving practices, utility locates, slips/trips/falls, and accident prevention. In addition, the Contractor will provide a capable and experienced Health and Safety Officer (HSO) to manage and monitor the health and safety program and field activities. The selected HSO will maintain a direct line of communication with the DEQ and the DEQ's designated health and safety representative that is outside the control of the site Supervisor. Each site will be evaluated for health and safety issues and concerns. Plans to address those issues and concerns will be incorporated into site remediation plans using a Job Hazard Assessment form in the RDR. Site specific health and safety concerns and related exposure prevention methods will be communicated to work crews and potentially exposed public prior to beginning work.
- B. Provide, as part of the SCP, a HASP, including but not limited to:
- (1) Sanitary facilities,
 - (2) Drinking water,
 - (3) Washing accommodations,
 - (4) Personal protective equipment,
 - (5) Personnel and equipment decontamination,
 - (6) Equipment inspections and maintenance,
 - (7) Noise control, and
 - (8) House-keeping.
- C. All site workers and managers (including sub-contractors) will read and be familiar with the HASP. The Contactor HSO will maintain a list of employees verifying they have read and understand the HASP. This list will be provided to the DEQ in the Contractor's SCP.
- D. Provide, as part of the SCP, a description of traffic control (including resident and employee parking), signage, flagging, etc. to be used on the project.
- E. All Contractor and sub-contractor personnel working on the sites will have current HAZWOPER training and certification prior to working on the project. Such training and certification will be the

responsibility of the Contractor and will be incidental to the work effort. Proof of Hazardous Materials training for all Contractor personnel will be provided by the Contractor at the DEQ's, or their designated representative's request.

2.4.2 Reference Documents

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

A. OSHA:

- (1) OSHA General Industry Safety and Health Standards (Code of Federal Regulations, Volume 29, Part 1910). U.S. Government Printing Office, current edition.
- (2) OSHA Construction Industry Safety and Health Standards (Code of Federal Regulations, Volume 29, Part 1926). U.S. Government Printing Office, current edition.

B. State of Idaho:

- (1) A Landowners and Contractors Best Management Practices Guide for the Control and Treatment of Storm Water, Erosion and Sedimentation. Idaho Department of Environmental Quality, 1996.
- (2) Catalog of Storm Water Best Management Practices for Idaho Cities and Counties. Idaho Department of Environmental Quality, 2001.

2.4.3 Responsibilities

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connections with the work. The goal for the project will be "Zero Incidents." Contractor will take all necessary precautions for safety of and will provide necessary protection to prevent damage, injury or loss to:

- (1) All persons who may be affected by the work.
- (2) All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
- (3) Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply will all applicable laws and regulations of any public entity having jurisdiction for safety of persons or property.

2.4.4 Reporting-Incident Response

Contractor will provide the DEQ, and their designated representative, digital copies of required reports. Health and safety incidents will be reported on the Incident Response Form in the RDR. For serious or life threatening incidents and where utilities are broken or damaged, the Contractor will notify the DEQ, immediately, and will quickly report the incident on the Incident Response Form. All incidents must be reported to the DEQ and the Program HSO no later than the end of the day in which the incident occurred.

2.5 Quality Control

2.5.1 General

2.5.1.1 Work Included

- A. The Contractor will prepare and submit a CQC Plan to the DEQ as described in the RDR.
- B. The Contractor will conduct, or otherwise execute, the approved CQC Plan. The Contractor will identify the CQC Officer in the proposal. The selected QC Officer will maintain a direct line of communication with the DEQ and DEQ's designated representative, that is outside the control of the site Supervisor. The CQC will be conducted independently and separately from quality assurance conducted by the DEQ. Quality Assurance activities conducted by the DEQ do not relieve the Contractor from conducting required quality control activities.

2.5.1.2 Payment

- A. Separate payment or payments will not be made for providing, maintaining, and conducting a quality control program. All costs associated with quality control shall be considered incidental to other unit prices or lump-sum prices provided by the Contractor.

2.5.1.3 Laboratory Validation

- A. The testing laboratory, used by the Contractor, shall be independent from the Contractor.

2.5.1.4 Execution

General Requirements

- A. The Contractor is responsible for quality control and shall establish, maintain, and execute an effective quality control system. This quality control system will consist of plans, procedures and the organization necessary to comply with the on and off-site requirements presented in the RDR. The CQC Officer will be responsible for overall construction quality activities and shall be held responsible for quality control.

Contractor Quality Control Plan

- A. The Contractor shall submit a CQC Plan proposed to implement the requirements of the RDR specifications. The CQC Plan will identify personnel, procedures, controls, instructions, tests, records, and forms to be used by the Contractor. Construction will be permitted or otherwise authorized only after acceptance of the CQC Plan by the DEQ.
- B. The CQC Plan will include the following for all on-site and off-site construction operations, including work by the Sub-Contractors, suppliers, or others.
 - (1) Description of quality control organization, including authority. The staff shall include a CQC Officer to oversee CQC.
 - (2) The name, qualifications, duties, responsibilities, and authorities of each person assigned a CQC function.

- (3) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of the Sub-Contractors, suppliers and others.
 - (4) Control, verification, and acceptance procedures for specific testing. Include the name of the test, the specification, RDR section involved in the test, the feature tested, test frequency, and person responsible for each test. For laboratory testing, identify the testing laboratory, address, telephone number, and contact person in addition to the former information.
 - (5) Control, verification, and acceptance procedures for material delivery and receipt. Include the name, address, telephone number, and contact for the supplier, specifications, RDR sections involved, material name, material condition, and whether it is acceptable or rejected.
 - (6) Control, verification, and acceptance of work conducted by the Contractor. Include the activity or activities to be inspected, specification, RDR section involved, location of the inspection, and whether the work is acceptable or rejected.
 - (7) Procedures for tracking testing, material delivery, and inspections.
 - (8) Procedures for tracking deficiencies from identification through corrective action.
 - (9) Reporting procedures within the organization and to the DEQ.
- C. Acceptance of the CQC Plan is required at least 5 days prior to the start of construction. Acceptance is conditional on the satisfactory performance during construction. The DEQ may request revision to the CQC Plan and operations to obtain the quality specified.
- D. After acceptance of the CQC Plan, the Contractor shall notify the DEQ of any proposed changes, in writing. Proposed changes are subject to acceptance by the DEQ.

Quality Control Organization

- A. The CQC organization will include the CQC Officer and support staff necessary to ensure compliance with the RDR. CQC staff will be subject to approval by the DEQ. The CQC organization will also include documentation tracking and retention.
- B. The CQC Officer will have a minimum of 5 years of construction experience on similar work or 10 years of experience of general construction related work. If changes are necessary to CQC staff, the Contractor will notify the DEQ, in writing, of the requested changes for approval.

Submittals

- A. The CQC Plan shall be submitted a minimum of 5 days prior to the quality control system meeting.
- B. CQC Inspection Reports will be submitted daily to the DEQ with the Daily Report.
- C. The Contractor will submit CQC test reports to DEQ within 5 days of completion of the test or receipt of test results by the Contractor. CQC reports to the DEQ will include a cover letter and

will document the source of materials tested, sampling protocols, chain of custody information, laboratory results, and other information pertinent to evaluate the testing.

Control

- A. CQC is the means by which the Contractor will ensure the construction, including Sub-Contractors, suppliers, and others, complies with the requirements. This control will include, but not necessarily be limited to, the following:
- (1) Review of RDR specifications regarding particular work element.
 - (2) Ensure all materials have been tested, submitted, and approved.
 - (3) Ensure acceptability of material received from suppliers.
 - (4) Inspect work daily to ensure compliance with requirements.
 - (5) Check depth of excavation and fill. Show depth check locations on property plot plan construction drawings provided by the DEQ.
 - (6) Ensure work has not adversely affected drainage.
 - (7) Resolve deficiencies in quality.
 - (8) Review adequacy of quality controls.
 - (9) Revise quality controls as necessary.

Tests

- A. The Contractor shall perform specified or required tests to confirm compliance with the RDR specifications. The Contractor shall submit all material test reports on industry standard forms as backup documentation with the CQC Report. Upon request, the Contractor shall furnish the DEQ with duplicate samples for possible testing. Results of all tests, including passing and failing tests, shall be recorded in the daily CQC Report.

Inspections

- A. The Contractor shall perform daily CQC inspections of the work being performed per the RDR.
- B. The Contractor shall provide material acceptance and rejection information upon delivery and receipt of materials from suppliers.

Documentation

- A. The Contractor shall maintain records of quality control activities, including inspections and tests. These records will include work conducted by their Sub-Contractors, suppliers, and others. Quality control records shall be provided on an acceptable form that includes, at a minimum, the information identified on the DEQ Daily Report Form and applicable quality control information presented herein.

Forms

A. Sample forms are presented in the RDR.

Notification of Non-Conformance

The DEQ, or their designated representative, will notify the Contractor of detected non-conformance with the RDR or specification through the use of a Non-Compliance Form (NCF). The DEQ, in consultation with their designated representative, may issue a 'Stop Work Order', if the Contractor fails or refuses to comply with the NCF requirements. No part of the time lost due to a 'Stop Work Order' is subject to claims for an extension of time, funding, or damages.

3. DESCRIPTION, EXECUTION, AND SPECIFICATIONS

Section 3 of the RFP is intended to provide a general description of the work, as a supplement to the RDR. The minimum specifications for the work described herein, are contained in the RDR. Should there be a discrepancy between the RDR and this document, the RDR prevails. The following tasks are expected to be encountered on a typical project: Excavation and Disposal of Excavated Materials, Visual Marker Fabric, Fill Materials, Backfilling and Grading, Vegetative Cover, Barrier Enhancement, and Extra Items. The Contractor shall be familiar with, consider, and address specifications in their proposal and cost estimates. The Contractor shall know and follow specifications in the conduct of the work unless a variance is approved in writing by the DEQ. The contractor will ensure that the existing property, upon completion of work, is left in a condition equal to, or better, than the preconstruction condition.

3.1 Excavation and Disposal of Excavated Materials

3.1.1 General

This task will typically include the removal of existing sod and up to 12 inches of soil and/or gravel at a property. This may include the removal of designated existing trees and shrubs. Existing concrete and asphalt surfaces may be removed, if they are in poor condition and deemed not protective of human health. The work will typically be conducted around identified existing trees and on-site structures (e.g., houses, garages, concrete, or asphalt surfaces). Hand-digging will be required near structures and trees or where machine access is limited, or as designated by DEQ.

The aerial extent of remediation for each specific property is not known at this time. For planning and cost purposes, the Contractor should assume the removal of 10,000 square feet of surface area per property. From the typical property, approximately 370 cubic yards of excavation and disposal would be required. Properties vary widely in size and remedy type. The size and volume herein are for estimating purposes and are not guaranteed to the Contractor. For reference only, Table 2 provides the 2011 and 2012 remediation numbers.

Table 2. 2011 and 2012 remediation volume numbers.

Year	Total Area Square Feet	Cubic Yards Excavated	Number of Properties
2011	2,805,224	66,303	243
2012	3,015,740	64,202	223

The total number of properties planned for remediation during the 2013 construction season is yet to be determined. It is estimated that a total of 1.5 million square feet of property will be remediated during the 2013 program.

Disposal of sod and contaminated soil at an approved DEQ repository will be required. The repositories are located at the Big Creek Repository (BCR) just off I-90 at Exit 54 and the East Mission Flats (EMF) Repository just off I-90 at Exit 39. Disposal includes hauling and dumping at the designated repository. The repository to be designated for use will be determined by the DEQ. The Contractor may be required to haul to a repository that is not the closest to the specific job site and should bid hauling costs accordingly. No dump fee is required. Decontamination of equipment will be provided at the repository site at no cost to the Contractor.

Woody debris and coarse durables will be transported to the Page Repository, west of Smelterville, ID.

3.1.2 Safety

Safety when excavating and disposing of materials:

- A. The Contractor will be solely responsible for making excavations in a safe manner and protecting adjacent structures and vegetation.
- B. Work will be performed in accordance with applicable laws and the Contractor's HASP.
- C. Dust control will be provided, as necessary, to prevent visual dust.
- D. The Contractor will comply with all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance. The Contractor is notified that work conducted by other contractors may be occurring in the vicinity of the Contractor's work. It will be the Contractor's responsibility to coordinate with such work.
- E. The Contractor will minimize the amount of time a property is open. The Contractor must schedule the work to minimize delays between removal and backfill activities. The Contractor will address property owner and adjacent property safety issues while the excavation is open.

3.1.3 Materials

- A. All disturbed native soils are deemed contaminated unless proven otherwise by analytical lab testing.

3.1.4 Execution

3.1.4.1 Preparation – Contractor responsibilities

- A. Remove identified trees, stumps, and plants, as identified during the pre-construction walkthrough and shown on construction plot plan drawings, or as directed by the DEQ, or their designated representative.
- B. Locate and protect all survey monuments on or near the property.

3.1.4.2 Excavation

Excavation will be conducted with properly sized equipment to maximize efficiency without causing damage to adjacent structures and retained vegetation.

Remove waste soils to lines and grades discussed during the preconstruction walkthrough and as indicated on the construction plot plan drawings.

Excavation around retained trees will be conducted last, and immediately prior to backfill activities. The Contractor will take necessary precautions to not injure retained trees during excavation.

Create a smooth and consistent subgrade.

Conduct excavation in orderly fashion to allow for proper QA inspections.

3.1.4.3 Disposal

Contaminated material may not be brought onto private property where there is no construction easement or an easement across private property.

Contaminated material may not be stockpiled on-site.

The DEQ will provide repositories for the Contractor use during work. No tipping fee will be required. Grading and vegetative cover placement on repositories will not be required.

Waste soils will be transported to repositories in Idaho Transportation Department (ITD) compliant 10-wheel end dump trucks. Trucks and pups, belly dumps, side dumps, or other oversized trucks will not be permitted at the repositories without prior authorization from the DEQ.

Clean and contaminated loads of soil and gravel will not be loaded above dump box sideboards and must be properly covered during transit.

3.1.4.4 Decontamination

The Contractor will be responsible for the decontamination of vehicles and equipment entering and leaving the project site (cleanup area). Vehicles and equipment will be considered contaminated once they enter the construction limits. Decontamination requirements will be coordinated with the DEQ, or their designated representative. The Contractor will provide facility requirements for vehicle and equipment decontamination at the project sites. Project area and access road cleanup and decontamination will be incidental to cleanup activities and will be completed and paid for by the Contractor. At no time will tracking, or other conveyance of contamination off the project sites to the local access roadways, be acceptable.

The DEQ will provide the decontamination facility and water to be used at the Big Creek and East Mission Flats Repositories. The DEQ will provide the labor for decontamination at the repositories.

3.1.5 Quality Control

Excavation and grading will not be to survey-grade. However, excavation and grading will comply with parameters required to meet soil placement and drainage specifications discussed during the preconstruction walkthrough and on the construction plot plan drawings. Final approval will be given by the DEQ, or their designated representative, based on:

- A. Site drainage;
- B. Smooth finish grade surface;
- C. Smooth transitions between slope changes; and
- D. Depth measurements to confirm appropriate barrier thickness.

3.1.6 Measurement and Payment

3.1.6.1 Measurement

The volume of material removed and disposed of will typically be measured during the post-construction walkthrough. The volume will be determined based on the measured dimensions of the surface extent of excavation and the depth of removal that was required to achieve the necessary barrier thickness identified on the property construction plot plan drawing. Actual depth of excavation will be subject to field verification.

Costs for property preparation are incidental to the work and no separate measurement or payment will be made.

Cost of disposal of excess materials generated by grading, clearing, or excavation will be incidental to the items of work in which the excess material was generated and no separate measurement or payment will be made.

Contaminated excess materials will be disposed of at the DEQ designated repository in accordance with the RDR. Hauling and disposal are incidental to the work and no separate measurement or payment will be made.

3.1.6.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of all labor and equipment necessary to excavate, load, transport, and dump material at a DEQ approved repository.

3.2 Visual Marker Fabric

3.2.1 General

A water permeable geo-textile fabric, approved by the DEQ, will be used as a visual marker to indicate the presence of lead or arsenic at levels greater than threshold levels remaining on-site, immediately below the final excavation depth. The visual marker fabric will also be placed, as specified, on the ground surface where no excavation occurs but a barrier cap is required.

3.2.2 Safety

The Contractor will be solely responsible for receiving, storing, and installing the visual marker fabric in a safe manner.

3.2.3 Materials

In addition to the specifications indicated in the RDR Section 5.4, the visual marker fabric shall conform to the following requirements:

- A. The fabric will be approved by the DEQ prior to use.
- B. The Contractor will store the fabric according to the manufacturer's recommendations.

3.2.4 Execution

- A. The visual marker fabric will be placed to the extent indicated on the construction plot plan drawings and per Section 5.4 of the RDR.
- B. Where more than one piece or section is necessary, the visual marker fabric will have at least a one foot overlap to assure adequate coverage.
- C. Repair of torn areas and holes will be by placing an overlay of the fabric at least 2 feet greater than the tear or hole.

3.2.5 Quality Control

The Contractor will submit visual marker fabric material specifications, sources, descriptions, and other documentation to demonstrate compliance with the RDR specifications. The Contractor will pay for costs associated with identifying the source, delivery, storage, handling, and installation of materials proposed for acceptance. The Contractor will also provide material samples, when requested by the DEQ, to allow for independent analysis and testing. Fabric samples will be at least 1.0 square foot for each type of material and will be tagged with the name of the source.

3.2.6 Measurement and Payment

3.2.6.1 Measurement

Visual marker fabric use areas will be measured in-place to the nearest square foot during the post construction walkthrough.

The Contractor will pay for costs associated with identifying the source, delivery, storage, handling, and installation of materials proposed for acceptance and no separate measurement or payment will be made.

3.2.6.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of all labor and equipment necessary to procure and otherwise furnish, deliver, handle, and place visual marker fabric, as specified. No additional payment will be made for required overlap of material or fabric used to repair tears and/or holes.

3.3 Fill Materials, Backfilling, and Grading

3.3.1 General

The Contractor will place soil and/or gravel fill, as specified, including final grading and compaction requirements. For planning and cost purposes, the Contractor should assume the placement of approximately 370 cubic yards of soil and gravel for a typical residential property. Concrete and asphalt may be placed on designated properties as specified by the DEQ.

3.3.2 Safety

The Contractor will be solely responsible for placing clean backfill material in a safe manner.

The Contractor shall comply with industry standard safety practices, Section 6.3 of the RDR, and the Contractor's HASP while executing this work.

3.3.3 Materials

- A. The Contractor will submit specifications, sources, testing results, and other documentation to demonstrate compliance with the RDR for clean fill materials. The Contractor will pay for all costs associated with identifying sources, testing, delivery, storage, handling, and installation of materials proposed for acceptance. The Contractor will pay for testing of non-compliant fill materials sufficient to bring such materials back into compliance. The Contractor will also provide material samples, at the DEQ's request, to allow for independent analysis and testing. Samples will be at least 1.0 cubic foot for each type of material and will be labeled with the material type and name of the source.

3.3.4 Execution

- A. Fill materials will be placed in accordance with the requirements in the RDR.
- B. Fill is required to achieve minimum depths at all locations.
- C. Fill materials will be placed to promote drainage away from structures, when possible.
- D. Fill materials will be placed in a manner as to not cross contaminate clean fill.
- E. Fill materials will be compacted to minimum requirements, as stated in Section 5.5.2 of the RDR.
- F. Topsoil fill materials will be final graded and prepared to accept vegetative cover, as required in Section 5.5.1 of the RDR.

3.3.5 Quality Control

- A. The Contractor will provide barrier thickness verification, as per Section 5.6 of the RDR. Utilization of grade stakes or similar methods to control backfill depth may be used at the DEQ's discretion. The Contractor can also dig depth verification test pits at frequency required by Section 5.6 of the RDR. Test pits will be backfilled and adequately compacted, immediately, following quality assurance depth verification.
- B. On any specific site, the Contractor shall use only one source for any given type of fill.

- C. Any non-compliant material placed on site will be removed and replaced with compliant materials at the Contractor's expense.

3.3.6 Measurement and Payment

3.3.6.1 Measurement

Fill will be measured in-place to determine the volume. The volume of clean fill materials will be determined by measurement of the extent to which the fill was placed and to the neat line of the required depth. Payment will not be made for additional fill required to make up for over-excavation which was not previously requested and approved by the DEQ.

3.3.6.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of all labor and equipment necessary to sample, test, procure, excavate, process, and otherwise furnish, haul, handle, place, grade, compact, and maintain fill as specified. This also includes warranty of the site drainage for 2 years.

3.4 Vegetative Cover

3.4.1 General

This section covers the work necessary for placing a vegetation cover over designated soil caps. The work includes the furnishing, delivery, and installation (including final grading and compaction) of all necessary soil materials and restoration of any disturbed areas as specified in the RDR.

The quantity of sod or hydroseed installation for each specific property is not known. For cost estimating purposes, the Contractor should assume the installation of an average of 1,000 square feet of sod and 3,500 square feet of hydroseed/seed per property. This equates to approximately 120,000 square feet of sod and 420,000 square feet of hydroseed/seed required for 120 properties. In addition, the Contractor will provide a per square foot unit price for sod and hydroseed for additional areas that may be required by the DEQ.

3.4.2 Safety

The Contractor will be solely responsible for placing vegetative cover material in a safe manner.

The Contractor shall comply with industry standard safety practices, and the Contractor's HASP while executing this work.

3.4.3 Materials

All plant materials delivered onsite will be properly identified and will be in healthy condition at the time of installation. Wood Cellulose Fiber Mulch used for hydroseeding purposes shall be 100% virgin wood fiber which is specially processed and contains no growth or germination-inhibiting factors.

The Contractor is responsible for determining the source of sod, hydroseed, and fertilizer in accordance with specifications.

3.4.4 Execution

3.4.4.1 Sequencing and Scheduling

- A. The Contractor will notify the DEQ, and their designated representative, a minimum of 24 hours prior to starting any revegetation activities. No sod or hydroseed will be placed, until the soil area designated for revegetation it has been approved by the DEQ, or their designated representative.

3.4.4.2 Application of Sod, Seed, Fertilizer, and Mulch

The sod/hydroseed shall be installed by proper equipment following industry standard practices, and as required in the RDR.

Should the Contractor elect to seed by manual methods, the DEQ, or their designated representative's approval will be required.

3.4.5 Quality Control

3.4.5.1 Seeding Guarantee

The Contractor will water the sod and/or seeded/hydro-seeded grass for a minimum of 45 days, as required, to establish growth and survival. Application of water will be sufficient to ensure the sod is firmly rooted and knitted together with adjacent sod sections and that a healthy growing condition is maintained. In the case of hydroseed/seed applications, the grass will attain a healthy 85% ground coverage requirement. Watering frequency will need to be increased during dry periods and will occur often enough to ensure survival. The Contractor will determine watering needs.

If the sod and/or hydroseed/seed application is acceptable to the DEQ after the 45 day period, the Contractor will have no additional responsibility for vegetation maintenance. For areas where sod or seed/hydroseed is placed after October 1, the warranty period may extend until May 15 of the following year, depending on weather conditions.

If the sod and/or hydroseed/seed application is not accepted by the DEQ, the Contractor will immediately renovate and reseed the unacceptable portions of grass. Additional watering may be required for this new grass application to assure sufficient growth. If this occurs after November 1, the Contractor will be required to meet the specification the following spring. If an acceptable stand of grass develops by July 1 of the following year, the grass will be approved. If it is not approved, an immediate reseeding of the unacceptable areas will be required to meet the requirements of the RDR.

3.4.6 Measurement and Payment

3.4.6.1 Measurement

Vegetative cover will be measured in-place to the nearest square foot and includes sod, hydroseed, manual seed, fertilizer, and mulch, as required. The area will be measured for the limits of the vegetative cover placement. This area will include areas which were disturbed in order to perform the work, but shall not include areas unnecessarily disturbed by the Contractor. Areas unnecessarily disturbed by the Contractor will be restored at the Contractor's expense.

3.4.6.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of all labor and equipment necessary to procure and otherwise furnish, deliver, handle, place, and maintain vegetative cover as specified. This includes items such as, final grading, soil-bed preparation, fertilizer, mulching, watering, and warranty work.

3.5 Barrier Enhancement

3.5.1 General

For residential properties that have a lead content between 700 mg/kg and 999 mg/kg, barrier enhancement methods will be conducted. Property barrier enhancement (also known as greening) includes the installation of various prescriptions that will result in risk reduction. The area requiring barrier enhancement will be identified on the construction plot plan drawing. The Contractor will install barrier enhancement actions for properties as directed by the DEQ and presented in Section 8.0 of the RDR. Barrier enhancement activities are site-specific, but may include drip zone mulching and planting, construction of raised planters, boxes, and play areas, placing additional fill (soil, gravel, landscape material), hydroseeding, manual seeding, or placing sod, or placement of gravel. In some instances, the barrier enhancement remedy will require the Contractor to remove and replace 2-3 inches of surface material in a designated area. The surface area affected and volumes excavated will be reduced for greening properties. Excavation and fill will be paid at the bid unit rates. Work conducted outside of the bid unit rates scope will be paid at bid time and material (T&M) rates.

The type and extent of the barrier enhancement will be determined by the DEQ on a site by site basis.

3.5.2 Safety

The Contractor shall comply with industry standard safety practices while executing this work.

3.5.3 Materials

Products are specified in the RDR.

Products may include:

- Type 1 gravel,
- Washed rock (such as ½ inch chip or pea gravel),
- Type 2 rock,
- Topsoil,
- Landscape rock (i.e., rounded river rock, ¾-inch lava or colored rock)
- Landscape bark mulch
- Clean wood chips
- Sod/hydroseed/seed,

- Treated timbers and dimensional lumber,
- Weed barrier fabric, and
- Building materials (i.e., screws, nails, bolts, etc.).

3.5.4 Execution

3.5.4.1 Yard Area Enhancement

For properties having scattered bare spots in the yard, the Contractor will apply grass seed as specified in Section 5.7.2 of the RDR. Sod or hydroseed may also be placed at the discretion of the DEQ.

3.5.4.2 Parking Area Enhancement

Barrier enhancement of designated parking and driveway areas will be conducted on a case-by-case basis, as determined by the DEQ. If no gravel parking or driveway area exists, gravel may be placed across the area 2-3 inches deep. This specification can be found in Section 8.3 of the RDR.

Other barrier enhancement methods include but are not limited to:

- Raised Perimeter Beds,
- Placing Additional gravel and/or topsoil,
- Placing additional sod and/or seed,
- Placing stepping stones, and
- Bark/wood chips.

All materials will be placed according to specifications.

Materials will be placed in a manner not cause adverse effects on drainage.

3.5.5 Quality Control

The Contractor will submit material specifications, sources, descriptions, and other documentation to demonstrate compliance with the specifications in the RDR. The Contractor will pay for all costs associated with identifying the source, delivery, storage, handling and installation of materials proposed for acceptance. The Contractor will also provide material samples, upon request by the DEQ. Samples will be 1.0 square foot for each type of material and will be tagged with the name of the source. Products and execution will be as specified in the RDR.

Final approval for all barrier enhancement activities will be given by the DEQ

3.5.6 Measurement and Payment

3.5.6.1 Measurement

Barrier enhancement activities will be measured as described in previous sections for unit price items.

3.5.6.2 Payment

Payment will be made on measured values at the contract unit prices for the individual barrier enhancement features. For items not incorporated into the bid unit price schedule, materials and work will be paid according the bid T&M rates addressed in Section 3.6. For all property barrier enhancements, payment will include the cost of all labor and equipment necessary to procure and otherwise furnish, deliver, handle, construct, install, and warranty the materials and work as specified.

3.6 Additional Work Activities

3.6.1 General

Due to the inherent uncertainties associated with the work that is being performed, the Contractor may be required to perform Extra Work on an As-needed basis. Costs associated with this work may be required to be performed on a T&M Work Order or on a Lump Sum Work Order. The determination of the type of Work Order to be implemented will be made by the DEQ. In the event that the DEQ elects to have the work performed on a T&M basis, all costs associated with performing the work shall be included in the proposed hourly rates. These additional costs should include but not be limited to: supervisor hours, general and administrative (G&A) costs, mobilization, management costs, etc. Additionally, when specific tasks are performed on a T&M basis, the DEQ reserves the right to require the materials and labor activities be provided for the specific task at the Contractor's cost, plus a standard and agreed upon markup. The Contractor will provide the DEQ with their mark-up rate to be used on all materials and sub-contractors in Section 4 of this proposal.

This section includes many of the types of extra work that may be required for a specific property but this is not an all-inclusive list. Measurement and payment of these items will be agreed upon in the work order documents and based upon industry standards for the type of work required or as indicated in the appropriate section below.

3.6.2 Plant Mix Asphaltic Concrete Pavement (Asphalt) Placement and/or Removal

Asphalt may need to be either removed and/or replaced at a specific property. The decision of which will be determined either during the pre-construction walkthrough or be included in the construction plot plan drawing instructions. In the event that asphalt needs to be removed, it should be removed using saw cuts as to leave straight, non-jagged edges. Removed asphalt shall be disposed of at a designated repository as determined by DEQ.

Placement of new asphalt shall be performed by a Contractor or subcontractor that has adequate asphalt placement experience, as approved by the DEQ. Asphalt grades and materials shall be equivalent to or exceed typical material used in the area. Minimum pavement thickness shall be determined by the DEQ.

3.6.2.1 Concrete

Portland cement concrete may need to be placed if required by the DEQ. Concrete will typically be used for sidewalks, pads, or driveways. Concrete retaining walls are addressed below. In general, Portland cement concrete shall be placed by Contractors or subcontractors with adequate experience pouring and placing concrete, as approved by the DEQ. Concrete mixes shall be in accordance with the manufacturer or batch plant requirements and placed in accordance with the local jurisdiction's codes and regulations.

3.6.2.2 Cut and Fill

When a 12 inch remediation is prescribed, the “cut and fill” method may be implemented, if existing grade permits this action and the DEQ and the property owner approve. This scenario requires little or no excavation, but must have a visual marker fabric placed over the existing soil prior to placing the 12 inch clean soil or gravel backfill.

The Contractor will grade the existing surface area as directed by the DEQ, or their designated representative. This may require moving large amounts of waste soils from one area of a property to another. This work will be conducted at the bid T&M rates. The fill portion of the work will be paid at the bid unit rates for each material type.

3.6.3 Brick Pavers

Brick pavers shall be constructed of sound, durable rock that is not susceptible to breaking, cracking, rounding, or abrasion. The pavers shall have been produced for walking surface purposes and shall not have been produced for other purposes. Recycled pavers are acceptable for use, if approved by the DEQ. Paver color shall be generally earth type color and a description or sample shall be provided to the DEQ for approval at their request.

3.6.4 Fencing

Fence type shall be determined by the DEQ but will generally consist of chain link, vinyl, wood, barbed wire, or some variation of the above. All fencing material shall consist of new materials. Recycled material will not be used, unless specifically approved by the DEQ. Posts, where used, shall be imbedded in a sufficient volume of concrete to provide a stable, plumb post in which to secure fencing. Gate and hardware material shall consist of new materials. Fence installation shall be as directed by the DEQ.

3.6.5 Lattice

Lattice installation may be required on properties to restrict access to specific areas of the property. Typically, lattice shall be provided in 4 × 8 foot sections consisting of new pressure treated wood, or vinyl material. The lattice shall be installed as per Section 8.7 of the RDR and the manufacturer’s instructions. Placement of lattice shall be as directed by the DEQ.

3.6.6 Retaining Wall

Replacement of retaining walls may be necessary to complete the prescribed work at a property. Materials used for retaining walls shall be sound and free defects that would interfere with the proper placement or function of the unit or significantly impair the strength or permanence of the construction. Retaining walls shall be constructed on suitable foundation materials.

Wood retaining walls shall be built using the best common practices and materials available. Wood products should be pretreated to withstand long term contact with soils and exposure to the environment.

Cast-in-place concrete walls shall be placed using the best common practices and materials.

Modular block retaining walls shall be constructed per the manufacturer’s specifications.

All retaining walls will be approved by the DEQ prior to installation.

3.6.7 Decorative or Landscape Materials

Replacement of decorative or landscape materials is occasionally necessary to complete work at properties. Examples of decorative or landscape materials are white or red lava rock, round river rock, concrete aggregate, decorative bark, wood chips, and mulch. All materials used, shall be clean and free of foreign matter. Decorative or landscape materials are typically hand placed within the identified location.

Decorative or landscape materials shall be approved by the DEQ prior to use.

3.6.8 Drainage Improvements

3.6.8.1 Catch Basins

Catch basins shall be precast or cast-in-place or concrete and conform to the standards of the local or controlling jurisdiction. Construct forms for both the inside and outside walls of cast-in-place catch basins. Cast-in-place concrete walls shall be placed using the best common practices and materials as mentioned above. Forms shall be tight and well braced, with chamfered corners. Remove all water and debris prior to placing concrete. Catch basin covers/grates shall conform to the local jurisdiction or controlling jurisdiction standards.

3.6.8.2 French Drains

French drains shall be excavated to accommodate and expedite surface and subsurface water flows that could potentially jeopardize the remedies prescribed on the construction plot plan drawing. French drains will be excavated to a depth specified by the DEQ, or their designated representative. Type I or II rock will typically be used as fill in the French drain so water will flow freely away from the remedy. The Contractor will ensure the proper grade to carry such flows to the French drain.

3.6.8.3 Drain Tile

Drain tile may be used in French drains to allow surface and/or ground water to flow around structures to prevent damage to the remedy and/or the structure. Drain tile will typically be plastic or metal perforated pipe wrapped in filter fabric, to prevent soil from clogging the pipe. The drain tile will be backfilled with Type I or II rock (or similar) to allow the water to flow freely into the tile and out of the immediate remedy area.

3.6.8.4 Drainage Ditch Improvements

Drainage ditch improvements may be necessary to protect the newly constructed remedies from failing. Ditch improvements may include, but are not limited to, over excavation, soil, vegetation and/or debris removal, or backfilling with approved erosion control material

All drainage improvements will be done under the direction of the DEQ, or their designated representative.

The DEQ will approve all drainage improvements prior to installation.

3.6.9 Culverts

Culvert installation is occasionally necessary to satisfactorily complete the work on properties. Culvert materials and installations shall be provided and conducted in accordance with local jurisdictional standards.

All culvert installations will be approved by the DEQ prior to commencement of work.

3.6.10 Sprinkler System

New sprinkler systems are typically installed to replace existing systems in lawn areas of properties. The DEQ will determine the need for existing system replacement. All sprinkler system installations will comply with local water system standards. Sprinkler system materials (heads, piping, tubing, controls, valves, wiring, etc.) and equipment shall be standard products of a known manufacturer. All materials shall be installed in accordance with the manufacturer's recommendations.

The DEQ will approve all sprinkler systems prior to installation.

3.6.11 Miscellaneous Equipment and Operator

The use of equipment and operators may be required to perform work that has not otherwise been defined in the Contract Documents. Work performed in this manner shall be at the direction of DEQ and shall be performed on a T&M basis. As indicated above, T&M rates shall include all of the costs associated with performing the requested work. These additional costs should include, but not be limited to: supervisor hours, G&A costs, mobilization, management costs, etc.

3.6.11.1 Measurement

Miscellaneous equipment will be measured for payment on a per hour basis to the nearest half-hour increment for each piece of equipment, including operator, to conduct unanticipated related construction work. This work will only occur with prior authorization from the DEQ in consultation with their designated representative.

3.6.11.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of the equipment, operator, and any incidental supplies necessary to complete the required work.

3.6.12 Miscellaneous Labor

The use of additional labor may also be required to perform work that has not otherwise been defined in the Contract Documents. Additional labor may include but is not limited to:

- Relocating home owner's property out of the work area,
- Moving and stacking firewood
- Sawing trees
- Planting trees, flowers.

Work performed in this manner shall be at the direction of the DEQ and shall be performed on a T&M basis. As indicated above, T&M rates should include all of the costs associated with performing the requested work. These additional costs should include but not be limited to: supervisor hours, G&A costs, mobilization, management costs, etc.

3.6.12.1 Measurement

Miscellaneous labor will be measured for payment, on a per hour basis to the nearest half-hour increment, for the extraction helper/laborer category to conduct unanticipated related construction work. This work will only be used with prior authorization from the DEQ in consultation with their designated representative.

3.6.12.2 Payment

Payment will be made at the contract unit prices. Payment will include the cost of the all labor, equipment, small tools, and incidental supplies necessary to complete the required work.

3.7 Other Fixed Contract Costs

3.7.1 Mobilization/ Demobilization

- A. The mobilization/demobilization bid item is a lump sum payment intended to cover costs incurred by the Contractor to prepare for the Work. Costs may include but are not limited to: *initial* labor, materials, facilities, and equipment procurement and mobilization, submittal preparations, and the preparation of work planned, etc. All demobilization costs of said labor, materials, facilities and equipment shall be included as well.
- B. The mobilization/demobilization bid item will not exceed \$100,000.
- C. Costs for mobilization or demobilization to and from each individual property will be considered incidental to the work and should be included into other unit bid items accordingly.

Payment will be made on a lump sum. 100% (up to \$100,000) will be billed in the first invoice of the season.

NOTE: If the Contractor is unable to fulfill their obligations specified under this RFP and the Contract, the Mobilization and De-Mobilization payment shall be required to be refunded to the DEQ, prorated according to work accomplished.

3.7.2 Meetings

- A. No allowance is included for attending project meetings relating to the work as specified. This includes any necessary documentation (written and photographic) and reports resulting from these meetings. This work is considered incidental to other work items.

Meetings will be considered incidental to the work on each site and will not be paid separately.

4. PROPOSAL REQUIREMENTS

4.1 Proposal Submission

The proposal must be submitted in two separate documents, the technical proposal and the price proposal. Technical proposals shall be prepared on standard 8 × by 11-inch paper and limited to 100 pages, exclusive of resumes and appendices. Charts and spreadsheets may be larger. Standard advertising brochures should not be included in the proposal. Resumes must not exceed 3 pages per individual and should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task. No pricing information will be included in the technical or general portion of the RFP response.

The Price Proposal must be submitted in a separately sealed envelope clearly marked "Confidential Price Proposal for RFP " and with the proposing company name.

A Bid Proposal Checklist is included as Section 5.6. This checklist is provided to assist bidders in assuring that their proposal is complete and contains essential minimum information. The checklist does not obligate the Department. The bid proposal checklist should be submitted with the bid proposal.

4.2 Transmittal Letter

All proposals must include a transmittal letter on official letterhead of the bidder, with name, mailing address, telephone number and FAX number of the bidder's authorized agent readily evident. The letter shall identify all material and enclosures being forwarded collectively as the response to this RFP. The transmittal letter must be manually signed in ink by an individual authorized to commit the bidder to the work proposed.

In addition, the transmittal letter must include:

- A. Identification of the bidder's corporate or other legal entity;
- B. A statement indicating acceptance of and willingness to comply with the requirements of the RFP, attachments, terms and conditions, and the DEQ Standard Contract;
- C. If the RFP is amended, a reference to all RFP amendments to confirm that the bidder is aware of such amendments; and
- D. A statement affirming the bid will be firm and binding for ninety (90) days from the date of the receipt of the proposal.

4.3 Technical Approach

The bidder will provide in this section a work plan with its proposed approach for addressing the items and objectives as described in Section 2.0 of this RFP.

The technical proposal will include the following information in the order presented below. Bidders should follow the specific order of the outline and should include each subject in their proposal. This format is provided for consistency and uniformity in all proposals to facilitate the review process. This structure also assures that each proposal is complete and contains essential minimum information.

Cover Page	This should identify the project and requesting agency (Idaho Department of Environmental Quality, bidder name and address, phone number and address of a person to contact regarding the proposal.
Table of Contents	This must adequately identify the contents of each section and page numbers of major sub-sections.
Background, Experience and Resources	This section will include the following for the firm and each Sub-Contractor or team member: the firm's name; areas of expertise; a <u>brief</u> history of the firm; size; office locations and business addresses; locations of offices that will support the proposed contract; and prior work history and/or related projects which demonstrate experience and the capability to successfully complete the work.
References	References must include a description of the services provided, client contact and telephone numbers, the year the project was completed, the location of the project and an evaluation of the results. References no older than 3 years must be provided from at least one and no more than three current or former clients where environmental remediation for individual properties similar in scope to the work described in this RFP was a dominant factor in the bidders work with the client. The Department will only make three attempts to contact these references.
Project Descriptions	Project descriptions identified by the Contractor in the bid proposal must demonstrate experience on similar projects to the anticipated work described under this RFP. The description of project experience will include the contract amount, the dates that work was performed, where the work was performed, and the identification of the use of Sub-Contractors. The name and phone number of a knowledgeable contact person should be provided so that DEQ may contact these people to check past performance records.
Contracting Issues	Vendor must describe any contract disputes (payment disputes, early terminations, terminations for cause, law suits, etc.) that have occurred in the last three years, regardless of cost.
Proposed Personnel	The proposer will provide a description of relevant expertise of key personnel as defined in Section 1.13.6 and Sub-Contractors who will perform remediation activities under the proposal with DEQ. Brief resumes (less than 3 pages) of individuals proposed to be key participants in the contracted activities will be included.
Project Management	The bidder must describe its approach to managing the work for DEQ. This should include meeting project time lines and deliverable schedules and communication with the DEQ Project Coordinator, or his representative. Additionally, describe the project management tools/processes proposed to be used to manage the project.
Work Plan	Each bidder must include a work plan that follows the Scope of Work herein. The Work Plan must address how a bidder plans on managing the work including such things as identifying equipment, supplies, other resources, and personnel and positions necessary to manage the project.

4.4 Price Proposal

Section 4.8 contains the price proposal format that must be included in the price proposal.

This contract is bid on a deliverable basis. The deliverable for this project is the remediation of 120 properties. All costs must include, but is not limited to, the cost of supplies, mobilization and demobilization, equipment and other items in the price per deliverable.

All price proposals submitted to the DEQ will be treated as confidential, if clearly marked *Confidential* by the bidder, and will not be released to competing firms, individuals, agencies or the general public until the contract is signed (see Section 1.15.3 Public Disclosure of Information Contained in Proposals).

Appendix I, Certification of Independent Price Determination must be signed and included with Proposal.

4.5 Selection Procedures

4.5.1 Administrative Review

Each bid proposal will be reviewed to determine if it is complete and all minimum requirements are met before being submitted for evaluation and scoring. Once the bid proposal is received, logged in and opened, it is reviewed for the following minimum requirements:

- A. The bid was received on or before the date and time specified in the RFP.
- B. The transmittal letter is in the format specified in this RFP
- C. A complete, signed “Certification Regarding Debarment, Suspension and Other Responsibility Matters” is included.
- D. Information required in the RFP is contained in the proposal. This includes responses to the scope, technical approach, work plan, personnel, price proposal and other requirements.
- E. A complete, signed “Certification of Independent Price Determination” is included.
- F. A complete, signed Appendix E, Signature Page is included.

If the bid proposal fails to meet the minimum requirements, the bidder will be notified immediately. There is no opportunity to correct deficiencies once the bid due date and time has passed. Therefore, the bid proposal will not be submitted for further evaluation and scoring.

4.5.2 Scoring Criteria

Each proposal will be reviewed and evaluated by an evaluation committee on the basis of the criteria indicated in Table 3. The proportions of the total score assigned to each criterion reflect their relative importance.

Table 3. Evaluation criteria.

Evaluation Criteria	Possible Points	Ranked Points
References from Similar Work	1,000	
Project Management	1,000	
Work Plan to Manage Contract	1,000	
Background, Experience, Resources	3,000	
Price for 120 properties based upon bid sheet	4,000	
Sum for Total Ranking of Proposals	10,000	

4.5.3 Technical Evaluation and Scoring

Bid proposals submitted in response to this RFP will be evaluated by a bid evaluation committee comprised of at least three individuals who are qualified to evaluate the technical, management, and cost aspects of the bids. The mission of the bid evaluation committee is to develop a recommendation for award. The committee will review each proposal and award points in the following categories for each company proposing:

- References from Clients for Similar Work,
- Project Management,
- Work Plan to Manage Contract, and
- Background, Experience, Resources.

4.5.4 Price Proposal Evaluation

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference law procedures are applied. Price proposals are then evaluated using the following formula where the maximum number of points is 3,500. The lowest priced proposal receives 3,500 points. Points for more costly proposals are calculated as follows:

$$\text{Lowest Bid Price} = \$450$$

$$\text{Calculations for Next Bid Price Rank (\$550)}$$

$$\text{Lowest Bid (\$450)} \div \text{Next Bid (\$550)} \times 3,500 = \# \text{ of points}$$

$$[\text{Example: } \$450 \div \$550 \times 3500 = 2,864 \text{ points}]$$

4.6 Final Results

A final tally is computed by summing scores from the technical and price proposal evaluations. The bidder with the most points is ranked #1. Other bidders are ranked accordingly. The highest ranked bidders are considered the bidders to whom a contract may be awarded. The final scores are reviewed and approved by the DEQ Director. All bidders will be notified of the results, prior to contract award, through a Letter Of Intent to award.

4.7 Proposal Checklist –Technical Proposal

RFP Section	Description	Bid Proposal Page # (Bidder Completes)
	Transmittal Letter	
	Technical Approach	

	Cover Page	
	Table of Contents	
	Background, Experience and Resources	
	Project Management	
	Work Plan	
	Disclosure of Potential Conflict of Interest by Contractor	
	Substantiation of Claim for Exemption from Disclosure	
	Certification Regarding Debarment	
	Certification of Independent Price Determination	

4.8 Price Proposal

Forms for bid items and bid factors are found on following pages. Those submitting proposals must familiarize themselves with the RFP, the RDR, and provide the required information in their bid to be considered responsive to the Request for Proposals.

The aerial extent of remediation (i.e., removal and replacement) for specific property is not known. For planning and cost purposes, the Contractor should assume the removal of 10,000 square feet, or approximately 370 cubic yards, per property. Disposal of sod and soil at a DEQ approved repository is required. The locations of the disposal repositories are the Big Creek and East Mission Flats Repositories. Disposal includes hauling and dumping at the approved repository. No dump fee is anticipated. For planning and cost purposes, the Contractor should calculate round-trip haul distances from a property to the repository. Wood and plant debris (other than sod) will be designated for disposal at the Page Repository. For planning and cost purposes, the Contractor should also calculate the round-trip haul distance from a property to this repository.

Pages 38 through 45 of this RFP shall be completed and submitted as the price proposal.

PRICE PROPOSAL – 2013 BASIN RESIDENTIAL PROPERTY REMEDIATION PROJECT

Bidder Name: _____

Complete the attached sheets and estimate for a hypothetical property and the unit price bid sheet. Only the unit price bid sheet will be used to ranking and contract purposes. Quantities identified in the unit price bid sheet are historical estimates for properties in the project and are to be used for developing unit costs for the anticipated work. They are not guaranteed for all properties.

Construction Plot Plan Drawings for all properties are not available at the time of bidding.

Therefore estimated quantities, distances, degree of difficulty, and property locations are not known at the time of bidding, nor are they guaranteed.

Draft Construction Plot Plan Drawings for 102 of the properties to be remediated during the 2013 program are available in Appendix F for review and to help with the preparation of cost estimates. A summary table of the quantities from those draft drawings is included in Appendix G. The DEQ makes no representation that properties will be the size, type, location, and degree of difficulty portrayed in these construction plot plan drawings. They are simply the drawings that were available at the time of this proposal preparation.

Payment will be based on quantities identified during the preconstruction walkthrough, identified on property specific construction plot plan drawings, and on post-construction measurements in the field.

Bid Item numbers 2 through 14 are typical activities for a residential property remediation. Not every property will have all of the bid item numbers 2 through 14 performed.

Item numbers 24 through 27 are for informational purposes. Watering and warranty costs will be included in the unit cost for specific remediation items.

Item numbers 15 through 21 are for additional work the Contractor may be directed to perform. Additional work is not guaranteed and will only be conducted after written approval from the DEQ. Item numbers 22a through 22c are for the contractor to insert any additional equipment they feel may be necessary to complete the additional work. Bid Items 22a through 22c will not be evaluated separately.

Bid Items for a Hypothetical Property	Pay Item No.	Unit Rate	Units	Item Cost
12 inch removal for soil barrier	#2		166 c. y.	
12 inch soil placement	#5		166 c. y.	
6 inch removal for gravel barrier	#2		13 c. y.	
6 inch gravel placement	#7		13 c. y.	
12 inch removal for gravel barrier	#2		186 c. y.	
12 inch gravel placement	#8		186 c. y.	
Visual Marker Fabric	#3		10,000 s. f.	
Sod installation and maintenance	#12		4,500 s. f.	
24" garden removal	#2		5 c. y.	
24" garden soil placement	#6		5 c. y.	
Total for Hypothetical Property		---	---	\$
Cost per Square Foot @ 10,000 s. f.		---	---	\$

<p>TOTAL 120 PROPERTY PROJECT PRICE</p> <p>Include TOTAL of Bid items 1 through 22 for 120 properties.</p>	<p>\$ _____</p> <p style="text-align: center;">(from line 23)</p>
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2013 CDA Basin Property Remediation Unit Price Bid Sheet

Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Price Per Property	Number Properties¹	Total Price
1	Mobilization & Demobilization	LS	1			1	
2	Removal and Disposal Soil or Gravel	CY	370			112	
3	Visual Marker Fabric	SF	10,000			112	
4	Up to 6-inch Topsoil Placement	CY	75			48	
5	12-inch Topsoil Placement	CY	150			100	
6	24-inch Garden Soil Placement	CY	5			60	
7	Up to 6-inch Type I and II gravel placement	CY	186			96	
8	12-inch Type I and II gravel placement	CY	13			96	
9	Type III gravel Placement	CY	18			32	
10	Type I Rock Placement	CY	25			6	
11	Type II Rock Placement	CY	25			4	
12	Sod Installation with Maintenance	SF	1,000			96	
13	Hydro-Seed with Maintenance	SF	3,500			40	
14	Grass seeding – Manual with Maintenance	SF	200			12	

2013 CDA Basin Property Remediation Unit Price Bid Sheet							
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Price Per Property	Number Properties¹	Total Price
Additional Work/T&M as Directed by DEQ							
15	Misc. Additional Labor Laborer/Extraction Help	HR	10			96	
16	Misc. Equipment/Operator - Mini-Excavator	HR	20			4	
17	Misc. Equipment/Operator - Skid Steer Loader w/Attachments	HR	40			4	
18	Misc. Equipment/Operator - 10-Wheel Dump Truck w/Driver	HR	20			16	
19	Misc. Equipment/Operator - Excavator – 315 or Equivalent	HR	40			1	
20	Misc. Equipment/Operator - Track Dozer – D5 or Equivalent	HR	40			1	
21	Misc. Equipment/Operator - Water Truck – 4,000 gal.	HR	5			8	
22.a	Misc. Equipment/Operator -	HR	0			0	
22.b	Misc. Equipment/Operator -	HR	0			0	
22.c	Misc. Equipment/Operator -	HR	0			0	
23	TOTAL PRICE FOR 120 PROPERTIES	NA	NA	NA	NA \$		

Proposed mark-up percentage for additional materials/sub-contractors _____%

FOR INFORMATION ONLY (Items 25- 28)

Incidental to Respective Unit Rates

24	Water sod/grass seed.	EA	1				
25	Warranty - sod/grass seed	EA	1				
26	Warranty - plants	EA	1				
27	Warranty - drainage	EA	1				

KEY

LS= lump sum

NA= Not Applicable

SY= square yard

SF= square foot

LF= linear feet

CY= cubic yard

EA= each

HR= hour

1 (Superscript) = Number of properties within a block of 120 that may require this item or service

4.9 Signatures of Bidding Company

Included in the Appendix E is the Signature Page for this RFP.

This signature page must be signed with an original handwritten signature executed in ink and returned with your proposal for your proposal to be considered.

Appendix A
Davis Bacon Wage Determination

(separate document)

Appendix B
Debarment Certification Document

APPENDIX B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that false statement on this certification may be grounds for termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statement. My explanation is attached.

Appendix C
DEQ Standard Contract

DEQ STANDARD CONTRACT

SUPERFUND

I. DEFINITIONS

- A. DEPARTMENT shall mean the Department of Environmental Quality of Idaho, any division, section, office, unit, or other entity of that DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT.
- B. CONTRACTOR shall mean that individual, partnership, corporation, or other entity performing services under this CONTRACT. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. It shall mean acting in an independent capacity, not as an officer, employee, or agent of the DEPARTMENT. It shall mean one who can provide the same or similar services to individuals or entities other than the DEPARTMENT.
- C. CONTRACTING OFFICER shall mean that person appointed by the DEPARTMENT to administer this CONTRACT on behalf of the DEPARTMENT. The term includes, except as otherwise provided in this CONTRACT, an authorized representative of the CONTRACTING OFFICER acting within the scope of his/her authority.
- D. CONTRACT shall mean the originally negotiated and executed CONTRACT (including Riders and Appendices), any negotiated and executed AMENDMENT to this contract and/or any TASK ORDER negotiated, executed and implemented pursuant to provisions of this contract.

II. RELATION OF PARTIES

- A. The parties intend to establish an Independent Contractor/Principal relationship by this contract.
 - 1. CONTRACTOR certifies that they are an Independent Contractor, and as an Independent Contractor will file all required forms and make the necessary payments appropriate to his Independent Contractor tax status.
 - 2. CONTRACTOR acknowledges that their status as an Independent Contractor complies with Treasury Regulations, Subchapter C, Sec. 31.3121 (d)-1.
- B. The DEPARTMENT is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the DEPARTMENT for any purpose, and neither the CONTRACTOR nor their employees are entitled to any benefits of employment provided by the DEPARTMENT to its employees.
- D. It is understood that the DEPARTMENT does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the Department, so long as there is no interference with the performance of this Contract.

III. TERMINATION FOR CONVENIENCE

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

IV. TERMINATION FOR DEFAULT

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the DEPARTMENT may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.

- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
 - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
 - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.
- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
 - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.
- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

V. ADDITIONAL PROVISIONS

Additional provisions, if any, are incorporated by reference on the cover sheet of this contract.

VI. INDEMNIFICATION

- A. The CONTRACTOR shall indemnify, defend, and save harmless the STATE OF IDAHO, and the DEPARTMENT, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the CONTRACTOR or subcontractor caused by or arising out of the CONTRACTOR'S negligent performance, act, or omission of any term of this Contract.
- B. The DEPARTMENT shall indemnify, defend and save harmless the CONTRACTOR, its officers, agents, employees and subcontractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the DEPARTMENT to the extent caused by or arising out of the DEPARTMENT'S negligent performance, act or omission of any term of this CONTRACT. Nothing in this provision shall extend the liability of the DEPARTMENT beyond that provided in the Idaho Torts Claim Act, Idaho Code 6-901 et.seq.
- C. As an Independent Contractor, CONTRACTOR is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for Federal and State purposes. The DEPARTMENT shall not be responsible for these employee related benefits and tax items, and shall be indemnified and held harmless from any liability, cost or expenses, including any interest, penalties and attorney's fees, that may be connected with the CONTRACTOR'S failure to provide or pay such items.
- D. The CONTRACTOR will maintain Worker's Compensation Insurance and will provide certificate of same if requested

by the Department. Failure to provide a Certificate of Worker's Compensation insurance may result in a price adjustment to cover any cost to the DEPARTMENT of providing the necessary worker's compensation insurance. The DEPARTMENT will not assume liability as an employer. The CONTRACTOR must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

VII. ASSIGNMENT AND SUBCONTRACTING

- A. This CONTRACT is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this CONTRACT shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this CONTRACT. Use of SUBCONTRACTORS by the CONTRACTOR, or subsidiary or affiliate firms of the CONTRACTOR, for technical or professional services shall not be considered an assignment of a portion of this CONTRACT.
- B. The parties agree that no services required under this CONTRACT may be performed under SUBCONTRACT unless both parties agree in writing.
- C. Approved subcontracts will contain all appropriate Federal and State requirements and such conditions and provisions as the DEPARTMENT may deem necessary.
- D. The CONTRACTOR understands and agrees to assume sole responsibility for the satisfactory performance of all subcontractors and subcontracted services.

VIII. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of ten (10) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

The CONTRACTOR shall also maintain financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.22 (for negotiation of this CONTRACT), or negotiated change order, and a copy of the cost summary submitted to the DEPARTMENT. The CONTRACTOR will obtain written approval from the DEPARTMENT prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the DEPARTMENT, any other agency of the State of Idaho or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

The CONTRACTOR will provide proper facilities for such access and inspection. This CONTRACT may be terminated upon any refusal of the CONTRACTOR to allow access to the records as described above.

- B. Audits.
 - 1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
 - 2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the

system in terms of standards prescribed herein; j) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
 - 1. To the extent the records pertain directly to performance of this CONTRACT;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - 3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.
- H. PROPERTY MANAGEMENT

The CONTRACTOR must comply with the property management requirements set forth in 40 CFR 35.6335 through 40 CFR 35.6400, where applicable.

The CONTRACTOR will submit property inventory reports on an annual basis by January 1 of each year, when the property is no longer needed and within 90 days from the end of the contract period. The CONTRACTOR must comply with the requirements for inventory reports set forth in 40 CFR 35.6660, where applicable.

Inventory reports must include the following:

- a. Description of property;
- b. Manufacturer's serial number, model number or other identification number;
- c. Source, including the assistance identification number;
- d. Unit acquisition date and cost; and
- e. Location, use and condition (by site and activity) and the date this information was recorded.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

The CONTRACTOR will maintain an ongoing analysis of project performance as it relates to project goals and objectives. Whenever the CONTRACTOR determines that goals are not being met as specified in the CONTRACT, the CONTRACTOR will develop a corrective action plan to meet those goals. On a monthly basis, the CONTRACTOR will be required to submit a report of the corrective action taken or planned. Unless otherwise specified in the statement of work in an AMENDMENT or TASK ORDER, the report will be due no later than the 10th of the following month.

X. CONFIDENTIALITY

- A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any other information or records including originals, copies, drafts, abstracts or information in any form generated or

otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the DEPARTMENT except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the DEPARTMENT. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The DEPARTMENT will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.

- B. All such materials shall be the property of the DEPARTMENT and shall be returned to the DEPARTMENT within eighty (80) days of expiration or termination of the CONTRACT or upon written demand of the DEPARTMENT.
- C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection X.A of this Contract by explicit reference or provision in each SUBCONTRACT.

XI. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the DEPARTMENT is a government entity, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. In the event the Legislature of the State of Idaho fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this Contract, this Contract shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice to the CONTRACTOR.

D. XII. EFFECT OF TERMINATION OF FEDERAL FUNDING

In the event Federal matching funds are reduced from current prorated levels, or terminated, the financial participation of the State of Idaho may be reduced accordingly or terminated.

XIII. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Department Environmental Quality and are available for inspection by the CONTRACTOR.

XIV. OBLIGATIONS OF THE CONTRACTOR

A. AUTHORIZATION TO PROCEED

The CONTRACTOR will not begin work on any services until this CONTRACT, any AMENDMENT(S) or TASK ORDER(S) have been signed by the DEPARTMENT, the effective date has been filled in and that date has arrived and passed. The CONTRACTOR, SUBCONTRACTOR or their employees shall not render services to the DEPARTMENT under the terms of this CONTRACT until the CONTRACT has been fully signed by each party and the CONTRACT has become effective. Furthermore, the DEPARTMENT is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the signature of the DEPARTMENT and the arrival of the effective date of this CONTRACT. No employee or agent of the DEPARTMENT may authorize reimbursable services to the CONTRACTOR except the Director of the DEPARTMENT in writing.

For CONTRACTS utilizing TASK ORDERS, authorization to proceed on work as to scope, cost and time for completion shall be in the form previously described for TASK ORDERS. Each TASK ORDER shall have:

1. A preamble referencing the DEPARTMENT, the CONTRACTOR, PROJECT, TASK, TASK ORDER NUMBER and this CONTRACT.
 2. A description of the services to be provided, including work products, and the estimated time schedule for completion.
 3. Any special conditions not covered in this CONTRACT.
 4. ATTACHMENTS and SIGNATURES sections.
- B. The CONTRACTOR'S obligations under this Section are in addition to the CONTRACTOR'S other obligations under this CONTRACT.

XV. FEDERAL AND STATE AUDIT EXCEPTIONS

When Federal or State audits indicate that payments to the CONTRACTOR do not meet the applicable Federal or State rules and regulations, the CONTRACTOR shall refund and pay to the DEPARTMENT any payments made arising from the CONTRACTOR'S ineligible or improper receipt or use of Federal financial participation funds, and the DEPARTMENT must refund such payments to the applicable Federal funding agency.

XVI. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended; and
 3. The Age Discrimination Act of 1975 as amended.
 4. The Americans With Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
 2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;
 3. Section 503 of the Rehabilitation Act of 1973, and
 4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 31.36(e) in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
 2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.
- E. The CONTRACTOR agrees to verify and ensure that all individuals in their employ are eligible under federal and state law to work in the United States.

XVII. CONFLICT OF INTEREST

- A. Organizational Conflicts of Interest
1. The CONTRACTOR warrants that to the best of the CONTRACTOR'S knowledge and belief, there are no relevant facts or circumstances which could give rise to actual, apparent or potential organizational conflicts of interest or that the CONTRACTOR has disclosed all such relevant information.
 2. The DEPARTMENT reserves the right to procure services from contractors other than the CONTRACTOR in the event the CONTRACTOR has an irresolvable conflict of interest which cannot be avoided. Such conflicts may include status as a potentially responsible party; present or proposed contractual arrangement with a

potentially responsible party to be studied; present or proposed contractual agreements with a firm that manufactures or sells any substance or item to be studied, or present or proposed contractual agreements with a firm that manufactures or sells any substance or item in competition with a substance or item to be studied under this proposed contract.

3. Upon receipt of a work assignment, the CONTRACTOR shall identify any potential conflict of interest in its performance of services contemplated by the work assignment. If the DEPARTMENT determines that the CONTRACTOR has an irresolvable conflict which cannot be avoided, Section III and/or IV of this Contract will apply. The CONTRACTOR shall provide a Project Team which is qualified and free from potential conflict of interest to perform the services required by this CONTRACT, AMENDMENT(S) and/or task orders(s).

B. Individual Conflicts of Interest

With regard to individual employees performing services under this CONTRACT, the CONTRACTOR shall:

1. Notify the DEPARTMENT of any actual, apparent or potential conflict of interest involving any individual employee proposed to perform services under this CONTRACT, AMENDMENT(S) and/or TASK ORDER(S). In the event of any conflict of interest, the individual employee may be disqualified by the DEPARTMENT from taking part in any services creating the conflict of interest.
2. Require each individual professional employee proposed to work on any TASK ORDER to sign a copy of the "Individual Employee Agreement".

XVIII. CONTRACT DATA

The CONTRACTOR and the DEPARTMENT assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated CONTRACTS, lower tier SUBCONTRACTS and change orders are based on correct, accurate and complete data supported by their books and records. If the DEPARTMENT or appropriate Federal agency determines upon agreement by the CONTRACTOR that any price (including profit) negotiated in connection with this CONTRACT, lower tier SUBCONTRACT or AMENDMENT(S) and/or TASK ORDER(S) thereunder was increased by any significant sum because the data provided are incomplete, inaccurate or not current at the time of submission, then such price, cost or profit shall be reduced accordingly and the CONTRACT shall be modified in writing.

XIV. EMPLOYMENT

The CONTRACTOR shall not accept employment from any party other than the DEPARTMENT, or Federal agencies, for work directly related to the Site (services) covered under this CONTRACT for a period of three (3) years from termination of the CONTRACT, or until any litigation related to the Site is completed, whichever is longer, unless it has received written release of this restriction from the DEPARTMENT.

XX. SEVERABILITY

If any term or provision of this CONTRACT is held by the courts to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the CONTRACT did not contain the particular term or provision held to be invalid.

XXI. NON-WAIVER OF BREACH

Failure of the CONTRACTOR or the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this CONTRACT, or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the CONTRACTOR or the DEPARTMENT.

XXII. LICENSES

For the duration of this CONTRACT, the CONTRACTOR will remain in effect and have in possession all applicable licenses required by federal and state statutes and county and city ordinances, including an Idaho business license, if so required.

XXIII. CLEAN AIR AND CLEAN WATER ACTS

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11738 and the Environmental Protection Agency Regulations (40 CFR, Part 15). All violations are to be reported to the appropriate federal or state agency.

XXIV. GOVERNED BY THE LAWS OF THE STATE OF IDAHO

This CONTRACT shall be governed by the laws of the State of Idaho and performed therein.

XXV. NOTICE OF CONTRACT EFFECTIVENESS

It is understood that this document is not effective until the appropriate CONTRACTING OFFICER has signed the document, the effective date has been filled in by the CONTRACTING OFFICER, and that date has arrived or passed. Neither the CONTRACTOR nor his organization will render services to the DEPARTMENT under the terms of this document until the document has been fully signed by each party and the Contract has become effective. Furthermore, the DEPARTMENT is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the appropriate signature by the CONTRACTING OFFICER of the DEPARTMENT and the arrival of the effective date of this Contract.

CONTRACTOR'S Initials _____ Date _____

XXVI. CERTIFICATION REGARDING LOBBYING

The CONTRACTOR certifies that:

- A. None of the funds provided by this contract have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- B. If any funds, other than funds provided by this contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with this contract, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and a copy of Standard Form LLL to the contracting agency.
- C. The CONTRACTOR shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of this contract, and that all subrecipients shall certify and disclose accordingly.
- E. The CONTRACTOR understands that a false statement of this certification may be grounds for rejection or termination of this contract, and that their signature upon this contract is a material representation of fact upon which reliance was placed when this contract was made or entered into. In addition, under Section 1352, Title 31, U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such false statement.

XXVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or

local) with commission of any of the offenses enumerated in paragraph B of this certification; and

- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR understands that false statement on this certification may be grounds for termination of the contract. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

F. XXIV. COMPLETE STATEMENT OF TERMS

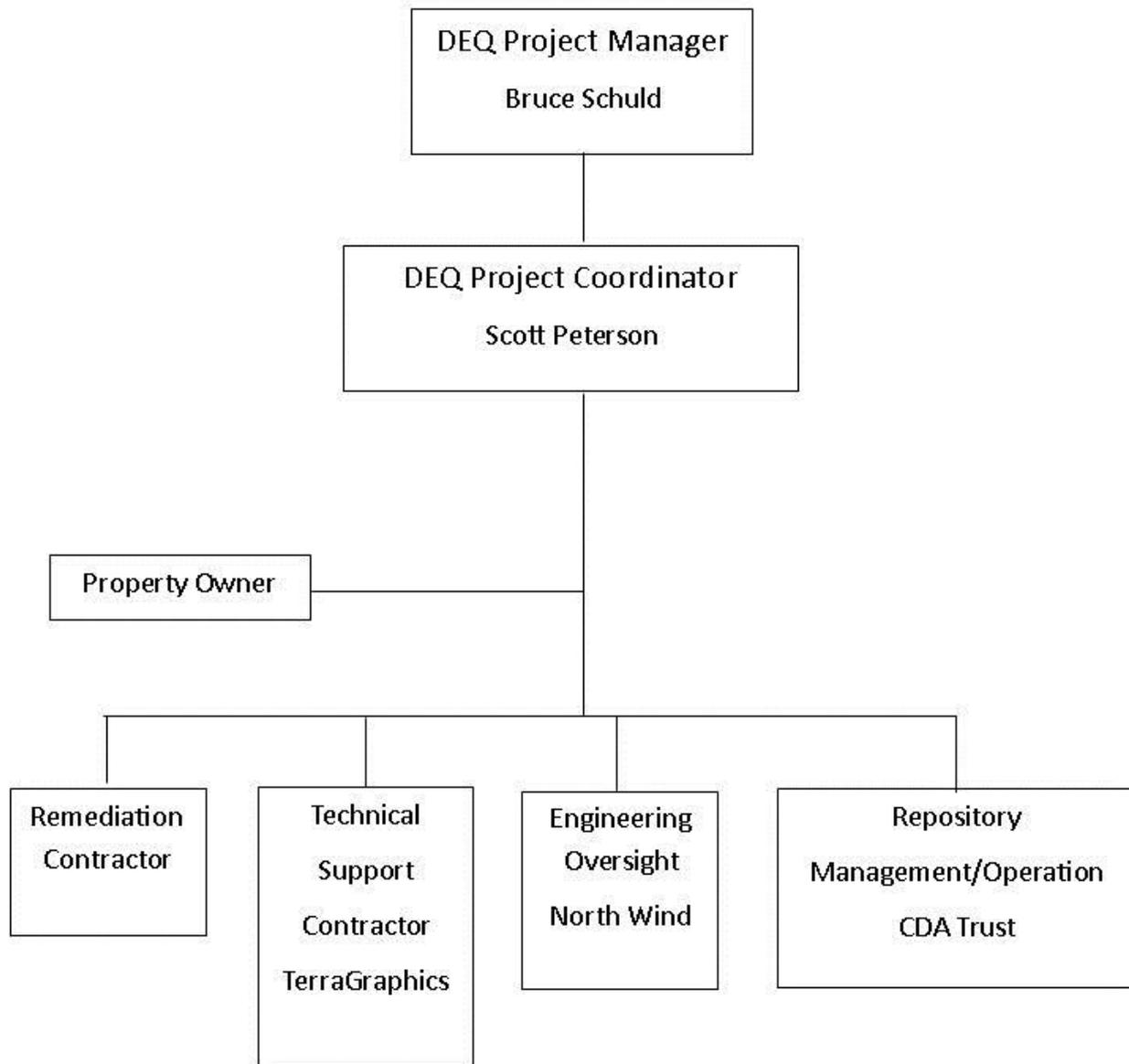
This Contract, the Request for Proposal, the Request for Proposal Pre-Bid Questions, DEQ Response and Request for Proposal Addendum, the Contractor's bid proposal and related attachments constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the CONTRACTOR and the DEPARTMENT.

Any Riders, Appendices, Attachments, and all other information attached to this Contract serve to supplement the terms and conditions of this Agreement, and do not change or eliminate any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

Appendix D
Project Organization Chart

2013 Organization Chart



Appendix E
Signature Page

APPENDIX E. SIGNATURE PAGE

SIGNATURE PAGE

This RFP response is submitted in accordance with all documents and provisions of RFP0921 Coeur d'Alene Basin property Remediation Program – Remedial Contractor - 2013

By my signature below I accept the State of Idaho DEQ Standard Contract Terms and Conditions in effect at the time this RFP was issued.

As the undersigned, I certify I am authorized to sign and submit this response for the Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Please complete the following information:

Offeror (Company Name): _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE EXECUTED IN INK AND RETURNED WITH YOUR PROPOSAL FOR YOUR PROPOSAL TO BE CONSIDERED.

Original Signature (Manually signed in ink)

Date

Please Type or Print Name

Title

Appendix F
Draft Construction Plot Plan Drawings
(separate document)

Appendix G-1

Cty/Town	2013 BPRP RFP - Summary of Construction Maps and Estimated Quantities												
	Number of Construction Maps	Total Square Footage	Topsoil (CY)	Type 1 Gravel (CY)	3" Minus (CY)	6" Minus (CY)	Garden Soil (CY)	3" Cobble (CY)	Drain Rock (CY)	Decorative Bark (CY)	Red Rock (CY)	Sod (SF)	Hydroseed (SF)
MULLAN, ID	4	13,217	31	2,289	54	-	-	-	-	-	-	988	399
WALLACE, ID	25	254,114	4,397	2,588	139	11	39	10	2	-	19,287	-	112,861
SILVERTON, ID	1	7,895	-	119	7	6	33	-	-	-	-	-	-
OSBURN, ID	15	174,419	839	1,287	58	-	-	3	4	-	12,545	-	26,998
KELOGG, ID	4	215,348	2,161	2,738	757	-	-	861	-	-	-	-	76,116
PINEHURST (PINE CREEK), ID	9	240,909	4,373	2,411	60	59	-	-	-	-	41,243	-	55,228
KINGSTON, ID	19	233,436	441	8,874	131	49	-	80	-	-	-	-	19,726
CATALDO, ID	11	117,726	2,820	650	576	-	44	-	-	-	4,687	-	76,095
ROSE LAKE, ID	7	65,063	628	584	-	-	11	57	-	-	10,179	-	10,226
MEDIMONT, ID	6	12,651	4	435	-	-	-	-	-	-	1	-	-
HARRISON, ID	1	4,141	-	-	-	-	-	-	-	-	-	-	-
Grand Total	102	1,338,919	15,694	21,975	1,782	108	28	1,114	14	6	1	88,929	377,649

Appendix H

Forms

DAILY CONTRACTOR QUALITY CONTROL INSPECTION REPORT						
Site Address:						
DATE:	DAY: Mon Tue Wed Thu Fri Sat <i>(circle one)</i>	WEATHER:	Morning:	Temp	Precip	Other
Contractor:						
Subcontractor: (circle one), or other:						
Time	HEALTH & SAFETY: (PPE, Sanitary Facilities, Traffic Control, BMP's Clean Access, Proper Decon, Housekeeping)					
Time	EXCAVATION: (depth verification, proper loading, structure protection, hand work, utilities/potholing)					
Time	DUST CONTROL: (pre-soaking, visible particulates, control at loading site, over/under watering, frequency)					
Time	BACKFILL: (depth verification, proper ingress, barrier fabric, structure protection, drainage, compaction, cleanup)					
Time	SAMPLING & TESTING: (Topsoil, gravel, garden soil)					
Time	EROSION CONTROL: (BMP's, Control Measure Selection - Implementation/Maintenance/Removal)					
Time	LANDSCAPING: (grade prep, sod, hydro/manual seeding - compaction, fertilizer, gaps, rolling, watering, appearance)					
PROBLEMS/DELAYS/OTHER ISSUES/COMMENTS/PUNCH LIST						
End of Shift Site Status:				Site Barriers/Signage Y / N (circle)		
Equipment Staged/Secured Properly Y / N (circle)				Site Cleaned Up Y / N (circle)		
Hand Tools Secured Y / N (circle)				Access(es) Safe Y / N (circle)		

Signature:

Date:

Tailgate Meeting Report

Date of Meeting: _____

Company Name: _____

Names of Attendees:

Discussion Items:

Problem Areas, Issues, or Concerns:

Corrective Actions Taken:

Signature: _____

IDEQ Coeur d'Alene Basin Remediation Program Project Office Telephone (208) 783-5781

Appendix I
Certification of Price Determination

APPENDIX I. Certification of Independent Price Determination

Company Name: _____

Address: _____

A. The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:

- i. Those prices,
- ii. The intention to submit an offer, and
- iii. The methods or factors used to calculate the prices offered.

2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2.

- i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
- ii. As an authorized agent, does certify that the principals named below have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- iii. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

3. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization:

Full name of person(s) responsible for pricing	Title	Date

Typed Name of Authorized Representative	Title
---	-------

Signature of Authorized Representative	Date
--	------

_____ I am unable to certify to the above statement. My explanation is attached.