

ADDENDUM TO RFP NO. 7225-09-01
“Abandoned Underground Storage Tank Closure and Site Investigation –
Whitney Food Store”

RFP No. 7225-09-01 will be amended as follows:

- (1) Attachment 2, Statement of Work, Section 3.5 (4) (c): “The payment unit for this line item will be on a per square foot basis not to exceed **one –thousand (1,000)** square feet.”
 - (2) Attachment 2, Statement of Work, Section 3.7 (c): “The payment unit for this line item will be on a per square foot basis not to exceed **one-thousand (1,000)** square feet.”
 - (3) Attachment 2, Statement of Work, Section 3.10: “The Contractor shall plug and abandon eight (8) existing monitoring wells **and three (3) existing recovery wells** in accordance with the latest edition of the *LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook*”.
 - (4) Attachment 2, Statement of Work, Section 3.5 (2) (b): “empty, clean, vapor free, and **either remove or close in place** three (3) USTs using practices recommended by and acceptable to the American Petroleum Institute (API) and referenced in the most recent edition of the **LDEQ** UST Closure/Change-in-Service Guidance Document (Closure Guidance).
 - (5) Attachment 2, Statement of Work, Section 3.6: “In the event additional USTs are discovered, the Contractor shall **excavate or close in place any** additional tanks as described in Section 3.5, items (1) through (3). **Closure of the tank in place should be considered in the following circumstances:**
 - (a) **Because of the tank location, adjacent equipment or structures may be damaged or weakened if the tank is removed**
 - (b) **Removal may be physically impossible**
 - (c) **Removal may incur excessive costs.”**“The payment unit for this line item shall be on a per tank basis and include all direct and indirect costs related to emptying, cleaning, vapor freeing, **and removal or closure in place** of any additional, unregistered, or unknown tanks that may be discovered during closure activities.”
 - (6) Attachment 4, Schedule of Prices:
-

**ATTACHMENT 4
SCHEDULE OF PRICES**

**“Abandoned Underground Storage Tank Site Investigation”
Whitney Food Store, 1600 Newton St, Algiers, LA; Orleans Parish
Louisiana Department of Environmental Quality**

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
1	Commencement Conference [SOW, Section 3.1]	Lump Sum	1		
2	Site Access, Collection of Background Information, and Site Assessment and Reconnaissance [SOW, Section 3.2]	Lump sum	1		
3	Project Planning for Site Investigation [SOW, Section 3.3]	Lump sum	1		
4	Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data [SOW, Section 3.4 (1) - (2)]	Lump sum	1		
5	Site Investigation/RECAP Report [SOW, Section 3.4(3)]	Lump sum	1		
6	Additional Site Investigation - Project Planning [SOW, Section 3.4 (4)]	Lump sum	1		
7	Additional Site Investigation - Site Investigation Implementation, Data Evaluation & Interpretation [SOW, Section 3.4 (4)]	Lump sum	1		
8	Additional Site Investigation - Site Investigation Report [SOW, Section 3.4(4)]	Lump sum	1		
9	UST Removal and Closure Sampling and Analysis [SOW, Section 3.5 (1) – (3)]	Lump sum	1		
10	Excavation and Disposal of Contaminated Backfill and Over-Excavation [SOW, Section 3.5 (4)(a)]	Ton	800		
11	Clean Backfill [SOW, Section 3.5 (4)(b)]	Cubic Yard	800		
12	Concrete Replacement [SOW, Section 3.5 (4)(c)]	Sq Ft	1000		
13	Closure Report [SOW, Section 3.5 (5)]	Lump Sum	1		

14	UST Removal – Contingency [SOW, Section 3.6]	Per Tank	3		
15	UST Removal – Contingency Excavation and Disposal of Contaminated Backfill and Over-Excavation [SOW, Section 3.7(a)]	Ton	800		
16	UST Removal – Contingency Clean Backfill [SOW, Section 3.7(b)]	Cubic yards	800		
17	UST Removal – Contingency Concrete Replacement [SOW, Section 3.7(c)]	Sq Ft	1000		
18	Quarterly Groundwater Monitoring & Reports [SOW, Section 3.8]	Quarterly	4		
19	Emergency/Interim Corrective Action [SOW, Section 3.9]	Per 8 Hour Vacuum Event	8		
20	Emergency/Interim Corrective Action (Quarterly Groundwater Monitoring) [SOW, Section 3.9]	Quarterly	4		
21	Monitoring/Recovery Well Plugging and Abandonment (existing wells) [SOW, Section 3.10]	Per Well	11		
22	Attendance at public meetings [SOW, Section 3.11]	Hour			
23	Travel time for Attendance at Public Meetings [SOW, Section 7.12]	Hour			
24	Litigation Support [SOW, Section 3.12]	Hour			
25	Travel time for Litigation Support [SOW, Section 7.13]	Hour			
TOTAL PRICE					

- Unit rates for lines 1 – 21 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel expenses and profit.
- Unit rates for lines 22 - 25 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

***ALL BLANKS MUST BE COMPLETED**

RFP Parts I-IV, Section 1.8 Schedule Summary – Revised

1.8 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in LDEQ’s RFP process; however, LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	2/18/09	
Mandatory Site Visit	3/3/09	10:30 a.m.
Deadline for LDEQ receipt of written questions from prospective proposers	3/5/09	4:00 p.m.
Proposal due date and time	4/1/09 (revised)	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 4/24/09 (revised)	
Estimated initiation of the contract period	Approximately 6/24/09 (revised)	

RFP Parts I – IV, Section 2.8 shall be added:

2.8 Performance Bond

The Contractor shall provide a performance bond, executed to secure fulfillment of the Contractor's obligations under the contract. The bond shall be in the amount of one hundred percent (100%) of the contract price. (See Sample LDEQ Contract, Attachment 5, Article 34 and RFP Attachment 7).

Sample LDEQ Contract, Attachment 5, Article 10 d. and Article 34 shall be added:

10. INVOICING AND PAYMENT

d. Payroll Records

As required by the **Davis-Bacon Act** as supplemented by Department of Labor Regulations (29 CFR Part 5), any entity contracted by the Louisiana Department of Environmental Quality shall keep accurate records showing the names and occupations of all workmen employed by him in connection with the work and the actual hours worked and wages paid to each of the workmen. These records shall be open at all reasonable hours to the inspection of the Department of Labor, LDEQ, and their authorized agents.

34. PERFORMANCE BOND

The Contractor shall provide a performance bond, executed to secure fulfillment of the Contractor's obligations under the contract. The bond shall be in the amount of one hundred percent (100%) of the contract price.

RFP Attachment 7, Performance Bond shall be added:

ATTACHMENT 7

PERFORMANCE BOND

Therefore, to these presents personally came and intervened herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as Surety, who declared that having taken cognizance of this contract and of the documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto LDEQ, for a performance bond, the bond of a sum equal to one hundred percent (100%) of the contract price of _____ Dollars (\$ _____).

The condition of this performance bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless LDEQ, from all cost and damages which he may suffer by said Contractor's nonperformance, then said Surety agrees and is bound to so perform the contract.

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by LDEQ of any extensions of time for the performance of the contract, or any other forbearance on the part of either LDEQ or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

If the surety on any bond is declared bankrupt, becomes insolvent, or its right to do business in any state where any part of the project is located is revoked, the Contractor shall substitute another bond and surety acceptable to LDEQ. Any substitution shall be made within five (5) days after such declaration.