

**The City of Pawtucket, RI**

**Request for Proposals**

**Environmental Engineering Services**

**Brownfields Clean-up  
State/Festival Pier**

**October 14, 2011**

**Addendum #1 October 25, 2011**

## **1. Introduction**

The City of Pawtucket, Rhode Island, is seeking proposals from qualified consultants experienced in performing environmental engineering services pertaining to the clean-up of the State Pier<sup>1</sup>. Consultants will be required to develop specifications for clean-up and remediation activities, review and compare bids and advise as to the lowest qualified bidder, develop 100% construction documents for the redevelopment of State Pier based upon the concept plan provided, provide construction administration services including review and approval of all applications for payment and change order requests, oversee the contracted site remediation, prepare and submit all required State/Federal reports, prepare all necessary reports comply with the State of Rhode Island Department of Environmental Management, and coordinate with the City, RIDEM and EPA personnel. All work performed must be performed in accordance with industry standards and all applicable state and federal laws, and provide all required final close out documentation and approvals.

To successfully compete on this project, the Consultant must demonstrate a strong knowledge of the federal and state regulations, a good working relationship with both EPA and State of Rhode Island Department of Environmental Management and demonstrate the ability to bring a mix of engineering, landscape architecture, and planning and technology services the project dictates, as well as have the ability to communicate well to interested community members and other stakeholders.

To be considered, four (4) copies of your proposal, and one electronic copy on CD, must be received by the Department of Planning and Redevelopment, 175 Main Street, Pawtucket, RI 02860 no later than 4:30 pm on November 4, 2011. Postmarked or facsimile materials will not be accepted. All proposals will be available for public inspection.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of City staff. Additional information may be requested of prospective consultants. The Committee may conduct interviews as part of the selection process.

The City reserves the right to reject any/or all proposals, parts thereof, and/or waive any informalities thereon and/or to further make modifications as it deems in the best interest of the City.

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<sup>1</sup> This same site is also sometimes referred to as Festival Pier but will be referred to in this RFP as State Pier.

## **2. Background Information**

The City of Pawtucket, Rhode Island, as a general purpose unit of local government and the owner of State Pier, was selected for EPA Brownfields Cleanup funding in the FY 2010 competition for the remediation of the former State Pier. Since the City of Pawtucket acquired State Pier in 1999, the Pier has been used for public open recreation, consisting of passive recreation, fishing and the location of the annual City of Pawtucket Dragon Boat Festival. The remediation of State Pier will create much needed improvements to one of the few sites within the City where residents can access the river.

### **Status and History of Contamination at the Site**

The 5.11 acre State Pier site is located on Tim Healy Way, Pawtucket, Rhode Island 02860 and the current owner is the City of Pawtucket. State Pier is comprised of Lot 361 on Assessor's Plat 35. State Pier is contaminated by both hazardous materials and petroleum. State Pier contained a petroleum storage facility with nearly 1.5 million gallons of storage and a freight house, from 1939 until 1976. In the early 1980's the site was occupied by Parents Marina and since 1999 it has been used for public recreation.

The contaminants of concern are petroleum hydrocarbons and PAHs. Soil samples at 0 to 2 foot below grade identified both arsenic and lead above the Rhode Island Department of Environmental Management (RIDEM) standards. PAHs were detected in several of the soil samples collected from 0 to 2 feet below grade, but only the concentrations of benzo(a)pyrene at four boring locations were above the Rhode Island commercial criteria. TPHs were detected above Rhode Island's residential, commercial and GB leachability criteria in soil samples collected at the zero to two-foot below grade interval at four separate borings; and in soil samples collected at the six to ten foot below grade at eight separate borings.

TPHs were also detected in groundwater samples from all but four monitoring wells. LNAPL was detected at a thickness of 0.12 in only one well. VOCs were detected in the groundwater samples from five wells. Isopropylbenzene and n-propylbenzene were detected at low concentrations in all these wells. Benzene, ethylbenzene, naphthalene, xylenes (24 ug/l), isopropyltoluene, n-propylbenzene and 1, 2, 4-trimethylbenzene were detected in the groundwater sample collected from well OW-2, located near the former loading rack.

There are no known ongoing or anticipated environmental enforcement actions related to the State Pier site. The first documented release of hazardous substances occurred on the site in 1982 when the United States Coast Guard was notified of a No. 2 fuel oil leaking into the Pawtucket River. Exploratory holes were excavated at the site and No. 2 fuel oil or diesel was observed leaching into one of the excavation pits near the pier. A recovery well was installed by Jetline, Inc. on August 6, 1982. A total of 700 gallons of petroleum was recovered from a recovery well over a period of 15 days. On April 9, 1987 RIDEM reported the presence of oil seeping into the Seekonk River near the site. Jet-Line Services, Inc. responded and placed booms in the water to control the release. Approximately 500 gallons of petroleum and water was recovered on that date. The

Pawtucket Redevelopment Agency monitored and operated the recovery well from 1982 until 2000. Because little or no LNAPL was present in the recovery well since 1993, no records or data exist between 1993 and 2000.

**Environmental Assessments:**

- The Targeted Brownfields Assessment Report; State Pier , a Phase I and Phase II equivalent report, was submitted to the RIDEM on December 13, 2005.
- A supplemental Site Investigation Report was completed in October 2011.
- A draft Remedial Action Workplan (RAWP) has been completed but has not yet received RIDEM approval.

These reports are available in PDF format on the City website, on the Planning Department page. To review the hard copies please make an appointment with Lee Ann Spooner, 401-724-5200, [lspooner@pawtucketri.com](mailto:lspooner@pawtucketri.com).

The RI DEM and EPA have reviewed and approved the environmental assessment reports prepared for the State Pier to this point. As noted, the RAWP is still unapproved and therefore in draft form.

Upon successful remediation of the site, a Letter of Compliance must be obtained from the RIDEM.

### **3. Consultant Scope of Work**

The selected contractor will be expected to perform work on the tasks described in this scope of work as described in this Request for Proposal (RFP):

1. Evaluate the environmental reports to date specifically, focusing on the completeness of the reporting to determine any data gaps that may be present in the analysis, and ensure that the information is up to date with the latest EPA or DEP regulations governing the Brownfield program.
2. Prepare all Federal/State required remedial design and engineering documents (i.e. QAPP etc.) to the City first then to the State DEM and EPA for review and approval.
3. Develop 100% Construction Documents *and prepare detailed construction cost estimates* for the redevelopment of State Pier, based on the concept design included in this RFP.
4. Provide written material to the public to explain the remediation process and the clean-up alternatives and redevelopment plans as necessary to meet EPA and RIDEM regulations.
5. Work with the Department of Planning and Redevelopment to develop a complete bid package for the procurement of clean-up contractor, review bids and compile a recommendation for the lowest bidder
6. Manage the clean-up process on site and oversee cleanup activities, site inspections, sampling, and review and approve all contractor applications for payment. Provide a detailed description of this process including the number of days on site to oversee the work, method of coordinating with the site manager and clean-up contractor etc. frequency of site reports which need to include number of inspections, samples, etc to ensure compliance.
7. Once site is cleaned, prepare a remedial action report outlining activities at the site (# of confirmatory samples and analytical results of the sampling, reporting to EPA, RIDEM, City and public)
8. Prepare RIDEM and or EPA required cleanup completion/closeout documents, including an Environmental Land Use Restriction, if needed, and obtain RIDEM Letter of Compliance.
9. Meet at least monthly with RIDEM, EPA, City and Brownfield Team to report out progress.
10. Prepare and submit all required State/Federal Reports (including but not limited to quarterly reporting, documentation for the MBE/WBE program, and the ACRES database) to the appropriate authority.

11. Complete other duties specific to engineering consultants for Brownfields work as described under State/Federal Law.

12. Prepare and submit all required City, State and Federal permits necessary for the completion of this project, including but not limited to the Coastal Resources Management Council.

13. Develop construction documents *and prepare detailed construction cost estimates* for the demolition and replacement of the existing boat ramp at State Pier.

#### **4. Submittal Requirements**

Please submit four (4) copies of your proposal and one electronic copy on CD. Proposals must be received by November 4, 2011 at the Department of Planning and Redevelopment, 175 Main Street, Pawtucket, RI 02860 no later than 4:30 pm. Postmarked or facsimile materials will not be accepted. All proposals will be available for public inspection. Please direct questions to Susan Mara – [smara@pawtucketri.com](mailto:smara@pawtucketri.com) - or Michael Wilcox – [mwilcox@pawtucketri.com](mailto:mwilcox@pawtucketri.com), both can be reached at 401-724-5200.

The City reserves the right to reject any or all proposals and/or waive any informality thereon. Your proposal shall include, but is not limited to, the following:

##### **A. Cover Letter**

The cover should include a letter on your company letterhead addressing the proposal format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal and shall include the name, address and phone number of the person(s) to contact who will be authorized to represent your firm.

##### **B. Qualifications and Experience**

Provide a description of the overall history and qualifications of your firm's background, experience and capabilities to perform the Scope of Work. Please include similar information on any proposed subcontractors.

##### **C. Organizational Profile**

Provide a summary of all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge, the Project Manager and other key personnel. Provide personal resumes illustrating the experience and background of key personnel who will be assigned to the project.

##### **D. Staffing and Resource Availability**

Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.

##### **E. Experience and Representative Projects**

List representative examples of related work you have performed for other public agencies over the past five (5) years which illustrates your firm's role and experience in providing the services required.

##### **F. References**

Provide at least three (3) references for similar work your firm has performed. Include name of person, position and phone number where reference may be reached.

##### **G. Fee Proposal and Estimated Expenses:**

Break out cost for each of the scope items separately (1-12 and alternate) and include the hourly rate to be charged, and designation of the person or persons providing professional services, as appropriate.

Include the detailed breakdown of estimated reimbursable expenses.

Provide billing rates for additional services if called for by the City beyond those required in the RFP.

**H. Disclosure**

Consultants need to disclose any potential conflicts of interest they may have in responding to this RFP. Consultants must submit a list of studies their firm has conducted for the sites located in Pawtucket, for clients based in Pawtucket, and for Potentially Responsible Parties associated with properties in Pawtucket.

**I. Affirmative Action**

The City of Pawtucket and State of Rhode Island Affirmative Action program guidelines will apply in this proposal. Proposers should be aware that 10% Minority and/or Woman Business Enterprise participation goals will apply to this proposal. Notify Project Manager when contracting with MBE/WBE contractor.

**J. Timeline**

Consultants should provide a timeline for completing the various components of the services required as a part of this RFP. The complete remediation and all close out documentation must be finished by June 30, 2013.

## **5. Contract Requirements**

The tasks Outlined in this RFP will be funded through a United States Environmental Protection Agency (US EPA) Brownfields Assessment Grant. Therefore, the Consultant must comply with all applicable Federal and State regulations. Consultants are advised to review the rules prior to submittal of a proposal.

### **A. Hydrogeological Component**

If Proposers include a hydrogeological component in their proposal, the section of the proposal that includes the hydrogeological component must bear a stamp of approval from a certified geologist or professional engineer. Neither the geologist nor the engineer needs to be affiliated with the firm.

### **B. Additional Requirements of EPA Funding**

The City of Pawtucket is required to document contracts performed by MBE/WBE on an annual basis. The selected Consultant shall submit this information to the US EPA by August 31st each year. The Consultant shall also be responsible for fulfilling any other crosscutting requirements imposed on the City by Cooperative Agreement with EPA.

## **6. Selection Criteria and Process**

It is the policy of the City in employing architectural, engineering and consultant services to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence and qualifications for the type of professional services required, the technical merits of proposals and the price for which services are to be rendered.

The City of Pawtucket looks most favorably on those respondents that:

- A.. Provide an interdisciplinary team of key personnel, including site remediation specialists and site designers, and including at least one landscape architect who is licensed in the state of Rhode Island, who have the abilities to competently address the problems presented by this project;
- B. Demonstrate the ability to employ an exemplary design approach in solving the unique problems presented by this project; and
- C. Demonstrate the capacity of the firm to perform the work and manage the project within the time and budget limitations.
- D. Have an RIDEM and EPA-approved Generic QAPP for Projects in RI.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of City staff and other appointed officials.

Additional information may be requested of prospective consultants. The Committee may conduct interviews as part of the selection process. The contract will be awarded by the Selection Committee, with the approval of the City Purchasing Board.

The City reserves the right to reject proposals which are non-responsive.

## **7. General Terms and Conditions**

The following terms and conditions are subject to change.

### **A. Personnel**

The Consultant represents that he/she has or will secure, at Consultant's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.

### **B. Assignability**

The Consultant shall not assign any interest in the Agreement and shall not transfer an interest in the same (whether by assignment or elevation), without the prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City Lender the Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

### **C. Findings Confidential**

All of the reports, information, data, etc. prepared or assembled by the Consultant under the Contract are confidential and the Consultant agrees that they shall not be made available to an individual or organization without the prior written approval of the City.

### **D. Copyright**

No report, maps or other documents produced in whole or in part under the Agreement shall be the Subject of any application for copyright by, or on behalf of, the Consultant.

### **E. Independent Contractor Status**

It is expressly understood that the Consultant named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the City. The City shall not under any circumstances be liable to the Consultant for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of the City its officers or employees and the Consultant agrees to defend and hold the City free and harmless from liability which is not due to any fault of the City, its officers, agents, or employees.

### **F. Compliance with Local, State and Federal Law**

The Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

**G. Hold Harmless Clause**

The Consultant shall indemnify and save harmless the City against all loss, cost, or damage on account of an injury to persons or property, including employees or property of the City occurring in the performance of the contract.

**H. Insurance Requirement**

Consultant shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general and automobile liability and contractual liability in a form and amount acceptable to the City. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. All coverage shall be provided by a carrier authorized to transact business in Rhode Island and shall be primary.

**CLAIMS:**

The City of Pawtucket will not be held responsible for any damages or injuries arising out of any snow removal activity for the City. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

**INSURANCE:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the City of Pawtucket as additional insured. Certificate of such insurance shall be filed with the Director of Budget/Purchasing by signing of a contract.

**WORKERS' COMPENSATION:**

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined

single limit of \$500,000 for each occurrence, including completed operations shall be required.

**I. Conditions of Binding Contract**

No contract awarded pursuant to this RFP will become binding until after:

- A. The Selection Committee makes its selection and forwards a recommendation to the City Purchasing Board.
- B. The Purchasing Board approves the selection; and
- C. The City negotiates a final contract, scope and amount and is then signed by both parties.

**J. Product Ownership**

Any documents, plans, literature, electronically stored data, or drawings resulting from the contract will be the property of the City of Pawtucket.

**K. Licensing Requirements**

Any professional or City business licenses required will be the sole cost and responsibility of the Consultant.

**L. Proposal Development Costs**

The cost of preparing and submitting this proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City.

**M. Reservation of Rights**

The City reserves and may in its sole discretion exercise the following rights and options:

- i. The City reserves the right to reject any and all proposals and the right to elect not to proceed with the project.
- ii. The City may accept or reject any or all of the items in or elements of any Proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- iii. The City may request that some or all of the Respondents modify their Proposals based upon the City's evaluation.