

**State of Florida
Department of Transportation**



EXHIBIT “A”, SCOPE OF SERVICES

FOR

**DISTRICTWIDE CONTAMINATION ASSESSMENT
AND REMEDIATION SERVICES FOR
THE FLORIDA DEPARTMENT OF TRANSPORTATION,
DISTRICT SIX**

PROJECT/PROPOSAL NUMBER:	DOT- RFP-19/20-6169RC
FINANCIAL PROJECT NUMBER:	249943-3-32-08

1.0 OBJECTIVE

The Florida Department of Transportation (the Department), District Six, requests environmental consultant/contractor services on an as-needed basis to support all phases of Department business with an emphasis on the assessment, remediation and construction within (potentially) contaminated media, as well as in-house support. The required work will vary and may include, but not be limited to: conducting Phase I, Phase II, and Phase III (Level I, Level II, and Level III) site assessments as warranted, sampling and analytical testing, underground/aboveground storage tanks removal and installation, the implementation of various forms of remediation as needed, roadway plan and project reviews, construction activities including installation of drainage and non- drainage features within (potentially) contaminated areas, asbestos, lead and mold assessments and abatement. Additionally, response to emergency situations including highway spills involving hazardous and non-hazardous materials/substances on State roadways or any situation determined by the Department to represent an immediate threat to the transportation system, Department maintained properties including maintenance yards, the environment, citizens, land, waters of the State of Florida or for situations deemed necessary by the Department.

2.0 SERVICES REQUIRED OF THE CONSULTANT

The Consultant/Contractor will provide any of the following elements (including but not limited to) contained herein, if and when required by the Department:

- a. The Consultant/Contractor shall have the qualifications, experience and personnel to prepare Contamination Assessment Plans (CAP's), conduct Contamination Site Assessments, prepare Site Assessment Reports (SAR's) and implement Remedial Action Plans (RAP's), Risk Based Corrective Actions (RBCA's) or any other type of environmental assessment or remedial activities as necessary. The Consultant/Contractor shall be prepared to discuss and defend each element with the Department and any other interested party, at the discretion of the Department. This will include serving as an "expert witness" at any associated legal proceedings.
- b. Perform as required, activities associated with maintenance, removal/installation of above/underground storage tanks; conduct asbestos, lead, mold surveys and abatement as requested by the Department.
- c. Perform investigations and prepare reports and other documentation in accordance with the Department's Project Development and Environment Manual, Part II, Chapter 20 and as directed by the Department. Such investigations shall include standard Level I and Level II (Phase I and Phase II) assessments and associated reports.
- d. Monitor, sample, analyze, neutralize, decontaminate, properly manage and address cleanup of any material, spill, leak, release, or condition as required and upon request by the Department. Provide for all appropriate health and safety requirements within the assigned work task areas.
- e. Excavate, manage, secure, transport and dispose of any material in accordance with all applicable local, State and Federal ordinances, rules, codes, statutes, regulations and laws.

f. Perform as required, those activities associated with the site preparation, clearing and grubbing, construction and installation of transportation and non-transportation related construction features such as, but not limited to, removal and/or replacement of existing asphalt or concrete pavement; removal, relocation, replacement of drainage and non-drainage structures, underground utilities i.e. storm drainage systems, water mains, sewer mains etc.; the installation and operation of de-watering systems to facilitate installation of such structures and underground utilities; installation of sheet pile to create cofferdams for the installation of certain construction features in the dry; or any other activity required in a construction project that must be accomplished when either (potentially) contaminated soil or groundwater has been identified in the immediate area and must be properly dealt with or remediated either prior to or concurrent with the construction project.

g. Comply with all local, State and Federal ordinances, rules, codes, statutes, regulations and laws whenever State work is being performed. All permits and licenses as required for this contract will be obtained by the Consultant/Contractor and maintained for the duration of the Contract.

h. Provide for all appropriate health and safety requirements within the assigned work areas, including but not limited to, personal protective equipment, ambient air monitoring, personnel training and medical monitoring.

i. Be available on a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis and provide adequate/timely response to a given situation (including construction emergencies and highway spills) with adequate equipment, personnel and materials in accordance with the Department's requirements. The Consultant/Contractor must respond to an emergency request immediately. All reasonable and feasible efforts should be made to uphold the State's Open Roads Policy for incidents that occur on State roads.

j. Own, subcontract or have immediate access to assessment/ sampling/ remediation/ analytical/ construction/ emergency response equipment including, but not necessarily limited to, items listed in **Exhibit "B" Price Proposal** which shall become part of the awarded contract.

k. Utilize personnel trained and experienced in the following fields and sciences: chemistry; geology; hydrology; hydrogeology; toxicology; biology; microbiology; chemical, environmental and civil engineering; industrial hygiene; heavy equipment operation and hazardous materials safety. Experience in the fields of hazardous waste (including transportation and disposal), site assessment, soil and groundwater remediation, oil/petroleum spills, and services associated with above/underground storage tanks is required.

l. Furnish sampling and analytical laboratory services which must be conducted in accordance with the Florida Department of Environmental Protection (FDEP) Quality Assurance requirements, FDEP's Standard Operating Procedures (SOP's), or any other applicable requirements.

m. Standard laboratory turnaround time for analytical results shall be a maximum of five (5) calendar days. Rush laboratory turnaround time for analytical results shall be a maximum of twenty-four (24) hours. For parameters/analytical tests where a twenty-four (24) hour turnaround time is not feasible/available then the earliest possible rush turnaround time applies.

n. Shall have all necessary local, State and Federal permits to provide the above-mentioned services including permits for removal, transportation and disposal of hazardous and non-hazardous materials and/or wastes.

o. The Consultant/Contractor agrees to provide all waste profiles and manifests in a format acceptable to the Department and as required by the Department. The Department shall review and approve all draft and final waste profiles and manifests. The Consultant/Contractor may submit electronic draft waste profiles and manifests; however, all final documents shall be in paper copy. No final electronic waste profiles or manifests shall be acceptable or authorized by Department. The Consultant/Contractor shall not use electronic keypads or electronic signature devices for any waste profiles or manifests. The Department's project manager or designee shall sign all hazardous waste manifests. The Department shall have the right to delegate signature of non-hazardous waste manifests to the Consultant/Contractor. The Consultant/Contractor acknowledges and agrees the Department's project manager signature authority for waste profiles and manifests is binding upon the Department only to the extent the signature certifies the Facility information/ FDEP ID Number, the quantity of waste generated, and chemical/physical constituents of the waste generated, and to the extent the signature acknowledges receipt of Consultant/Contractor services. The Consultant/Contractor agrees that the Department's project manager signature authority is not binding upon the Department for any other purpose.

p. Furnish the Department with records and reports covering each task assignment. Such records and reports shall be furnished at a frequency and be of the type and form directed by the Department and, where applicable, also be acceptable to the appropriate regulatory agency or authority. At the Department's request, records and reports shall be provided on hardcopy, electronically, or in a format acceptable to the Department as requested.

q. Prepare/submit project and contract status reports at a frequency as required by the Department.

r. Provide training on environmental issues/topics including health and safety, contamination, or other as requested by the Department.

s. Provide support related to environmental/health and safety and contamination issues including but not limited to activities associated with the National Environmental Policy Act (NEPA), the FDOT Project Development and Environment (PD&E) Manual, Joint Participation Agreements (JPA's), and Local Agency Program (LAP) projects on an as needed basis and as requested by the Department.

t. Provide in-house personnel support as deemed necessary and as requested by the Department.

u. Provide support in uploading, updating, reviewing projects, and any other required activity related to ProjectSuite Enterprise Edition (PSEE), the Electronic Review Comments (ERC) System, Statewide Environmental Project Tracker (SWEPT), and any other system requested by the Department as well as providing support in reviewing and determining environmental impacts and coordinating with the Project Managers accordingly.

v. Replacement of the Contract Manager from the contract will require the Department's prior written approval of whomever the Proposer intends to substitute for the Contract Manager. Without this written approval, the Consultant/Contractor will be considered in default.

w. Any work performed as stated above will be governed by the applicable version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and any special provisions provided in the Letter of Authorization authorizing such work.

x. Consultant/Contractor shall indemnify and hold the Department harmless for any violations of any and all federal, state, and local laws, rules, and regulations including any and all environmental laws ("governmental law") during the performance of this Agreement. Consultant / Contractor shall provide treatment, transportation, storage and disposal associated with hazardous and non-hazardous waste to the Department and shall arrange for such activities in accordance with all governmental law. In doing so, and upon the Consultant / Contractor or Consultant / Contractor's representative carrying out such activities, the Contractor will assume all liability related to such activities.

y. The Consultant/Contractor's obligations under this section include, at the Department's option, to participate and associate with the Department in settlement negotiations, mediation and the defense and trial of any Liabilities. The Consultant/Contractor shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Consultant/Contractor's obligations under this section shall be triggered by the Department's written notice of claim for indemnification to the Consultant/Contractor. The Consultant/Contractor's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this section of the Agreement.

z. Any services that cannot be provided by the Consultant/Contractor may be provided by a Sub-Consultant/Contractor of the Prime. The Sub-Consultant/Contractor shall have all appropriate permits, and insurance for the services provided. However, the Department will not be a third party to the Sub-Consultant/Contractor's contract with the Prime Consultant/Contractor. Therefore, the Consultant/Contractor will be solely responsible for payment on the Sub-Consultant/Contractor as well as insuring that the Sub-Consultant/Contractor meets all requirements as specified above.

aa. The Consultant/Contractor may utilize his own personnel or **Sub-Consultant(s)/Sub-Contractor(s)** to complete required construction work.

bb. Consultant/Contractor personnel or Sub-Consultant(s)/Sub-Contractor(s) designated to complete any required construction shall possess a working knowledge of Department specification requirements and a demonstrated record of successfully completed (including, but

not limited to) construction work of similar type(s) and description(s).

cc. Requests to sublet any portion of the work must be submitted to the Department and no work may be performed by a Sub-Consultant/Sub-Contractor without authorization from the Department.

dd. The Consultant/Contractor should have the capability to review FDOT construction plans to determine contamination and/or environmental impacts as warranted.

ee. Participation of the District and the Consultant/Contractor or any Sub-Consultant/Sub-Contractor of the Consultant/Contractor retained under this Agreement in resultant litigation involving the Department and other parties may be necessary. In order to avoid a conflict of interest or the appearance of conflict of interest, the Consultant/Contractor or any of its Sub-Consultant/Sub-Contractors are required to provide the District with written notification of any contractual arrangements or other business relationships with any person, public agency, or legal entities responsible for previous contamination of any site or subsequent remediation of any site related to the litigation case. Such notification shall be made no later than five (5) working days after first discussions of a possible project with the District's Contract Manager and prior to the issuance of a Letter of Authorization to perform work on the site. If a Letter of Authorization has been issued, the Consultant/Contractor shall immediately verbally notify the District's Contract Manager upon learning of the possible conflict of interest and provide written notification the District's Contract Manager within the five (5) working days. The Consultant/Contractor may proceed with authorized work only upon written notification from the District's Contract Manager. **(The Consultant/Contractor is responsible for notification on behalf of any of its Sub-Consultants/Sub-Contractors.)**

For purposes of this section, a **Consultant/Contractor or Consultant's Sub-Consultant/Sub-Contractor** may be deemed to have had a business relationship with one of the responsible parties if it has had such a relationship with a parent or subsidiary, a predecessor or a successor, or if the **Consultant/Contractor or Sub-Consultant/Sub-Contractor** has been engaged by independent legal representatives on behalf of any such parties.

ff. In the event of an emergency the Consultant/Contractor shall be required to provide designated services outside of the District Six limits. Prices shall be based on the rates in **Exhibit "B", Price Proposal**; however, additional compensation shall be made as appropriate.

gg. The Department reserves the right to have specific projects assigned/accomplished under separate agreements.

hh. Provide any environmental related services as needed and as requested by the Department.

3) KEY LABOR CLASSIFICATIONS

The following job classifications have been defined as key by the DEPARTMENT for this contract:

1. *Contract Manager* - Bachelor's Degree or higher with a minimum of seven years of contract management experience and have experience with FDOT Contamination Assessment Remediation (CAR) projects, or similar roadway projects. Experience should include: management and coordination of contamination related projects; conducting and managing environmental studies and resource reviews; managing stakeholder relationships; analyzing project budgets and accounting; planning and scheduling projects; reviewing and editing technical reports; overseeing sub-consultant management; handling documents, reporting and data Quality Assurance/Quality Control (QA/QC).
2. *Assistant Contract Manager Technical* –Bachelor's Degree or higher and five years or more experience with FDOT CAR projects, or similar roadway project experience. Experience should include management and coordination of contamination related projects.
3. *Assistant Contract Manager Administrative* –Bachelor's Degree or higher and five years or more of administrative assistance contract management experience including document control, budget and invoice tracking, financial updates and cost tracking coordination, as well as QA/QC.
4. *Project Manager* - Bachelor's Degree or higher and five years' experience or more with FDOT CAR projects, or similar roadway project experience. Experience should include management and coordination of contamination related projects.
5. *Senior Scientist* – Bachelor's Degree or higher with a minimum of seven years of discipline specialized experience, a minimum of five years' experience with FDOT CAR projects (or similar roadway project experience), or contamination related projects.
6. *Project Scientist* – Bachelor's Degree or higher with a minimum of five years of discipline specialized experience, a minimum of two years' experience with FDOT CAR projects (or similar roadway project experience), or contamination related projects.
7. *Staff Scientist* – Bachelor's Degree or higher with a minimum of three years of experience. FDOT CAR projects (or similar roadway project experience) is beneficial.
8. *Certified Industrial Hygienist (CIH)* – Required certification from the American Board of Industrial Hygienist (ABIH) or equivalent. Bachelor's Degree or higher with a minimum of five years' experience with FDOT CAR projects or similar roadway project experience.
9. *Supervisor/ Field Foreman* – A minimum of 10 years construction infrastructure related experience and a minimum of 7 years' experience with FDOT CAR projects or similar roadway projects.