

**ENGINEERING AND RELATED SERVICES  
JUNE 7, 2013**

**CONTRACT NO. 4400003963  
RETAINER CONTRACT FOR CORRECTIVE ACTION PLAN  
DEVELOPMENT AND IMPLEMENTATION AT DOTD  
UNDERGROUND STORAGE TANK SITES  
STATEWIDE**

**DBE/WBE GOAL = 3%**

Under authority granted by Title 48 of the Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues a Request for Qualification Statements (RFQ) on Standard Form 24-102 (24-102), "Professional Engineering and Related Services", revised November 2011, from Consulting Firms (Consultant) to provide engineering and related services. **All requirements of Louisiana Professional Engineering and Land Surveying (LAPELS) Board must be met at the time of submittal.** One Prime-Consultant/Sub-Consultant(s) (Consultant/Team) will be selected for this Contract.

**Project Manager - Mr. Joubert Harris**

All inquiries concerning this advertisement should be sent in writing to Alan.Dale@LA.gov.

**PROJECT DESCRIPTION**

The Consultant will perform statewide environmental services for proposed projects covered by this Contract under separate Task Orders (TO's). The Consultant will be required to execute each specific TO which will specify the scope of engineering and environmental services, performance time, and compensation. Each executed TO will become a part of the Contract.

The Project as covered by this Contract shall consist of providing all necessary engineering and environmental services required for the developing and implementation of Corrective Action Plans (CAPs) for DOTD Underground Storage Tank (UST) facilities at proposed sites throughout the state. The CAP's may be performed at both active and/or non-active UST facilities as necessary. The sites covered under this contract are identified as facilities that are owned and operated, previously owned and operated, or are proposed facilities of operation by the DOTD and are predominately located at various DOTD Maintenance Yards. These facilities are distinguished from UST sites associated with DOTD highway construction projects.

## SCOPE OF SERVICES

The Consultant shall perform environmental services at proposed sites throughout the State in accordance with the terms of this contract under the direct supervision of the DOTD Project Manager and more specifically as follows:

The Consultant will develop Corrective Action Plans (CAPs) and conduct site remediation as defined herein for Underground Storage Tank (UST) sites that are located throughout the state and have been previously determined to be sufficiently contaminated to warrant further action. All requirements set forth by any applicable governing body, as a result of the findings from Environmental Site Evaluations, Phase II Site Assessments, and RECAP plans, shall be followed. The development of a CAP and the remediation of any regulated sites, other than UST's, will not be a part of this contract.

Included in the CAPs will be cost estimates for site remediation and post closure monitoring when necessary and as required by State or Federal regulatory agencies.

Work under this contract will be performed in accordance with applicable rules and regulations of the Louisiana Department of Environmental Quality (LDEQ), the U.S. Environmental Protection Agency (EPA), and the Louisiana Water Well Rules, Regulations and Standards. All certifications, licenses, and safety training will be met and maintained according to the requirements of the appropriate regulatory agencies for all personnel employed in the fulfillment of this contract.

### **I. Site Visit and Review of Historical Data:**

- A.** Services include a review of existing information such as Phase I assessments, Environmental Site Evaluations, Phase II Assessment Reports, RECAP data, and a search and review of information available from LDEQ files. Services also include site visit(s) to obtain the information necessary to prepare a work plan.

### **II. Corrective Action Plan (CAP):**

- A.** Upon the review of the site RECAP report by the LDEQ, and whereupon it is determined that the corrective action for the site is warranted, the Consultant shall develop and submit to the LDEQ a Corrective Action Plan (CAP) for review and approval. The preparation and submittal of the CAP shall be coordinated with the DOTD Project Manager in a timely manner prior to its submittal to the LDEQ.
- B.** Prior to the preparation of a CAP, a work plan shall be submitted, consisting of one to two typed pages describing the anticipated work for each site. This may include, but is not limited to: scope of CAP and rationale for use of specific site remediation techniques, plus a one page sketch showing proposed number and locations of monitoring wells, recovery wells, etc., as appropriate.

The work plan will be presented to the DOTD's Project Manager for review, revision and approval. Cost estimates for the CAP should be included as part of the work plan.

- C.** All CAPs shall be site specific, developed in accordance with applicable LDEQ guidelines and industry standards, and specific to the needs of the DOTD. CAPs shall be developed using data and information provided via Site Evaluations, Phase II Assessment reports and RECAP plans.
- D.** At a minimum, each CAP shall consist of multiple remediation options with adequate description and discussion on each option. All options and recommended corrective action methodologies referenced in the CAPs shall be of proven technology and recognized as effective methods within the petroleum industry. No experimental corrective action technology shall be included in the CAPs.
- E.** Each CAP shall contain a section providing remediation recommendations for the procedures, time, and cost of cleaning up the site. Plan and profile drawings of the tank area(s) shall be included to show the location of UST(s) and the location, extent, and amount of contaminated soil and/or water required for removal or remediation. Clean overburden extent and amounts associated with tanks and contaminated area(s) should also be shown.
- F.** All recommended site events relative to sample collection, sample testing, excavation, backfilling, drilling and plugging of boreholes, installation of monitoring and recovery wells, work plans, report preparation, etc., shall be in accordance with all applicable state regulations and guidance documents. These include, but are not limited to: The State of Louisiana Water Well Rules and Regulations and Standards, Construction of Geotechnical Boreholes and Groundwater Monitoring System, and all applicable sections of the RECAP Document.
- G.** A recommendation of one (1) option that is preferred above other options shall be proposed by the consultant for each site-specific CAP.
- H.** Upon approval of the CAP(s) by the LDEQ and the DOTD, the Consultant shall proceed with the implementation of each CAP as specified therein.
- I.** Upon completion of fulfillment of all tasks specified under a CAP, the Consultant shall submit all report, and/or etc., to the LDEQ with copies of the reports also submitted to the DOTD Project Manager. The DOTD Project Manager shall coordinate with the LDEQ to determine final approval of reports and completion of site work by the Consultant.

**J.** The proposed cost for each option shall be developed and included within the proposed CAP or as a separate document for review and approval by the DOTD Project Manager.

**K.** Payment for mobilization, sample collection, coring of surface layer (concrete or asphalt concrete), well installation, testing, and other required site work will be made in accordance with the schedule of the latest version of the Louisiana Motor Fuels Underground Storage Tank Trust Cost Control Guidance Document.

### **III. Site Remediation**

The remediation at all sites shall be implemented as per the LDEQ-approved CAPs. Mobilization and site work shall commence as approved in the work plan. The Consultant shall give proper and ample notification to the appropriate entity of jurisdiction and to the DOTD of planned work activities consistent with regulatory guidelines. All reasonable precautions shall be taken to avoid the interruption or hindrance, due to remediation work, of any planned or on-going activity at the site. All points of coordination shall be established and maintained to ensure a minimum period of disturbance during the remediation process.

### **IV. Report Preparation and Submittals**

The appropriate number of CAP Reports for regulatory submittal and review, per the LDEQ guidelines or as stipulated by the Environmental Evaluation Unit (EEU), shall be submitted to the EEU and the LDEQ. The reports will include the information as requested in this Contract, plus any additional LDEQ or other applicable governing authority's requirements relative to content or format which may have become effective after the execution of this contract.

All closure documents including, but not limited to: amended registration forms, NOIs, Closure Assessment Forms, manifests, site sketches, and test results shall be compiled into a closure report and submitted to the Project Manager for approval and further transmittal to the LDEQ.

All reports will be paid for according to the Louisiana Motor Fuels Underground Storage Tank Trust Fund Cost Control Guidance Document.

**Note:** The Consultant understands and agrees that DOTD may enter into separate Retainer Contracts with other Consultants to perform the same or similar scopes of services as is contemplated under this Retainer Contract, without invalidating this Contract.

## **REFERENCES**

All services and documents will meet the standard requirements as to format and content of the DOTD; and will be prepared in accordance with the latest applicable editions, supplements and revisions of the following:

1. AASHTO Standards, ASTM Standards or DOTD Test Procedures
2. DOTD Location and Survey Manual
3. DOTD Roadway Design Procedures and Details
4. DOTD Design Guidelines
5. DOTD Hydraulics Manual
6. DOTD Standard Specifications for Roads and Bridges
7. Manual of Uniform Traffic Control Devices
8. DOTD Traffic Signal Design Manual
9. National Environmental Policy Act (NEPA)
10. National Electric Safety Code (NESC)
11. National Electric Code (NFPA 70)
12. DOTD Environmental Impact Procedures (Vols. I-III)
13. A Policy on Geometric Design of Highways and Streets (AASHTO)
14. DOTD Construction Contract Administration Manual
15. DOTD Materials Sampling Manual
16. DOTD Bridge Design Manual
17. Consultant Contract Services Manual
18. Geotechnical Engineering Services Document
19. Bridge Inspectors Reference Manual/90
20. DOTD Stage 1 Planning/Environmental Manual of Standard Practice
21. Code of Federal Regulations 29 CFR 1926 (OSHA)

Follow link below for the individual reference links:

<http://webmail.dotd.louisiana.gov/ContWEB.nsf/b88769326453bef886256fe00047183a/18fc2860512aba5886257a62006133b8?OpenDocument>

### **CONTRACT TIME AND NOTICE TO PROCEED**

This Retainer Contract shall be in effect for the duration of **three years**. The services to be performed for each Task Order (TO) will be determined prior to the execution of the TO. The Consultant will proceed with the services required in the TO upon issuance of the Notice to Proceed from the DOTD. The contract time for each TO, will be specified in the executed TO. Any TO in effect, prior to the expiration date of the Retainer Contract shall be completed.

### **COMPENSATION**

Compensation to the Consultant for services rendered in connection with each TO will be based on billable rates and unit costs in accordance with the latest version of the Louisiana Motor Fuels Underground Storage Tank Trust Fund Cost Control Guidance Document. The current Cost Control Guidance Document can be found using the following link:

<http://www.deq.louisiana.gov/portal/Portals/0/financial/2002%20MF%20cost%20control%20guidance%20doc.pdf> . Billable rates and unit cost will be updated when the latest version of the Cost Control Guidance Document becomes available.

The total amount payable under this Contract for services to be performed under the various TO's shall not exceed a maximum of **\$800,000**. Each TO will be payable under the respective TO project number which will be obtained by the Project Manager.

All approved travel related expenses will be compensated under direct expenses, and will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>. Vehicle rental rates will require prior approval from the DOTD Project Manager.

### **QUALITY CONTROL/QUALITY ASSURANCE**

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program; in order to provide a mechanism by which all contracted services can be subject to a systematic and consistent review. Consultants must ensure quality and adhere to established design policies, procedures, standards, and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant.

### **ITEMS TO BE PROVIDED BY DOTD**

DOTD will provide copies of, or access to: maps, surveys, plans, right-of-way information and/or any other pertinent information if available. It will be the responsibility of the Consultant to review these documents and collect any required information at the applicable DOTD offices.

### **MINIMUM PERSONNEL REQUIREMENTS**

The following requirements must be met by the Prime Consultant at the time of the submittal:

1. At least one Principal of the Prime-Consultant must be a Professional Engineer registered in the State of Louisiana.
2. The Prime Consultant must also employ on a full-time basis, or through the use of a Sub-Consultant(s):
  - a. One Professional Geologist, with at least three years of experience.
  - b. One Certified Hazardous Waste Supervisor (with 40 hours 29 CFR 1910.120, Hazardous Worker Course, Levels B, C, &D.), with at least three years of experience.
  - c. One LDEQ Certified Worker for UST Installation, Repair and Closure, with at least three years of experience.

**Training Certifications/Certifications of Compliance must be submitted with and made part of the Consultants DOTD Form 24-102 for all Personnel Requirements listed herein.**

## **EVALUATION CRITERIA**

The general criteria to be used by DOTD (when applicable) in evaluating responses for the selection of a Consultant to perform these services are:

1. Consultant's firm experience on similar projects, weighting factor of 3;
2. Consultant's personnel experience on similar projects, weighting factor of 4;
3. Consultant's firm size as related to the estimated project cost, weighting factor of 3;
4. Consultant's past performance on similar DOTD projects, weighting factor of 6; \*\*
5. Consultant's current work load with DOTD, weighting factor of 5;
6. Location where the work will be performed, weighting factor of 4; \*

\* All respondents will receive a 4 in this category.

\*\* All respondents will receive a 4 in this category. The performance rating of (other) will be used for this project.

### **Complexity Level- Simple**

Consultants will be evaluated as indicated in Items 1- 6. The evaluation will be by means of a point-based rating system. Each of the above criteria will receive a rating on a scale of 0-4. The rating will then be multiplied by the corresponding weighting factor. The firm's rating in each category will then be added to arrive at the Consultant's final rating.

If Sub-Consultants are used the Prime Consultant must perform a minimum of 51% of the work for the overall project. Each member of the Consultant/Team will be evaluated on their part of the contract, proportional to the amount of their work. The individual team member ratings will then be added to arrive at the Consultant/Team rating.

### Communication Protocol

DOTD's Project Evaluation Team will be responsible for performing the above described evaluation, and will present a short-list of the three (if three are qualified) highest rated Consultants to the Secretary of the DOTD. The Secretary will make the final selection. **Below are the proposed Team members. DOTD may substitute for any reason provided the members meet the requirements of R.S. 48:291.**

1. Alan Dale – Ex officio
2. Chris Abadie
3. Joubert Harris
4. John Holdcraft
5. Abigail Marston
6. Jaynae Tate

## Rules of Contact (Title 48 Engineering and Related Services)

These rules are designed to promote a fair, unbiased, legally defensible selection process. The LA DOTD is the single source of information regarding the Contract selection. The following rules of contact will apply during the Contract selection process and will commence on the date of advertisement and cease at the contract execution of the selected firm. Contact includes face-to-face, telephone, facsimile, Electronic-mail (E-mail), or formal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of the submittal (SF 23-116):

- A. The Consultant shall correspond with the LA DOTD regarding this advertisement only through the LA DOTD Consultant Contracts Services Administrator;
- B. Neither the Consultant, nor any other party on behalf of the Consultant, shall not contact any LA DOTD employees, including but not limited to, department heads; members of the evaluation teams; and any official who may participate in the decision to award the contract resulting from this advertisement except through the process identified above. Contact between Consultant organizations and LA DOTD employees is allowed during LA DOTD sponsored one-on-one meetings;
- C. Any communication determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of submittal, at the sole discretion of the LA DOTD;
- D. Any official information regarding the project will be disseminated from the LA DOTD'S designated representative on the LA DOTD website. Any official correspondence will be in writing;
- E. The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

**By submission of a response to this RFQ, the Consultants agree to the communication protocol herein.**

## **CONTRACT REQUIREMENTS**

The selected Consultant will be required to execute the contract within 10 days after receipt of the contract.

**INSURANCE** - During the term of this contract, the Consultant will carry professional liability insurance in the amount of \$1,000,000. The Prime-Consultant may require the Sub-Consultant(s) to carry professional liability insurance. This insurance will be written on a "claims-made" basis. Prior to executing the contract, the Consultant will provide a Certificate of Insurance to DOTD showing evidence of such professional liability insurance.



**AUDIT** - The selected Consultant/Team will allow the DOTD Audit Section to perform an annual overhead audit of their books, or provide an *independent* Certified Public Accountant (CPA) audited overhead rate. This rate must be developed using Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the Consultant/Team will submit semi-annual labor rate information, when requested by DOTD.

The selected Consultant/Team will maintain an approved Project Cost System, and segregate direct from indirect cost in their General Ledger. Pre-award and post audits, as well as interim audits, may be required. For audit purposes, the selected Consultant/Team will maintain accounting records for a minimum of five years after final contract payment.

**DBE/WBE** - The selected Consultant Team will have a DBE/WBE goal of 3% of the contract fee. DBE/WBE participation will be limited to the firms listed on the LA DOTD UCP DBE Directory which can be found at the following link: <http://www8.dotd.la.gov/UCP/UCPSearch.aspx>. The DOTD Project Manager shall review submitted invoices to determine if the DBE/WBE goals are being achieved. If the Consultant has failed to meet the goal and no good faith efforts have been made, the DOTD Project Manager shall notify the Compliance Section, and at that time the DBE/WBE portion of the Contract fee will be withheld from the Prime Consultant.

Any Consultant currently under contract with the DOTD and who failed to meet all the audit requirements documented in the manual and/or notices posted on the DOTD Consultant Contract Services Website ([www.dotd.louisiana.gov](http://www.dotd.louisiana.gov)), will not be considered for this project.

### **SUBMITTAL REQUIREMENTS**

One original (**stamped “original”**) and **five** copies of the DOTD Form 24-102 must be submitted to DOTD. All submittals must be in accordance with the requirements of this advertisement and the Consultant Contract Services Manual. Any Consultant/Team failing to submit any of the information required on the 24-102, or providing inaccurate information on the 24-102, will be considered non-responsive.

Any Sub-Consultants to be used, including Disadvantaged Business Enterprises (DBE), in performance of this Contract, must also submit a 24-102, which is completely filled out and contains all information pertinent to the work to be performed.

The Sub-Consultant’s 24-102 must be firmly bound to the Consultant’s 24-102. In Section 8, the Consultant’s 24-102 must describe the **work elements** to be performed by the Sub-Consultant(s), and state the approximate **percentage** of each work element to be subcontracted to each Sub-Consultant.

Name(s) of the Consultant/Team listed on the 24-102, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

The DOTD Form 24-102 will be identified with **Contract No. 4400003963**, and will be submitted **prior to 3:00 p.m. CST on Monday, June 24, 2013**, by hand delivery or mail, addressed to:

Department of Transportation and Development  
Attn.: Mr. Alan Dale, P.E.  
1201 Capitol Access Road, **Room 405T**  
Baton Rouge, LA 70802-4438 or  
Telephone: (225) 379-1401

### **REVISIONS TO THE RFQ**

DOTD reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time. Issuance of this RFQ in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all Qualification Statements submitted, and/or cancel this announcement if it is determined to be in DOTD's best interest. All materials submitted in response to this announcement become the property of DOTD, and selection or rejection of a submittal does not affect this right. DOTD also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.