



Environmental Consultant for Decommission of Motor Vehicle Waste Discharge Wells (MVWDW)

June 9, 2017
Requisition # K011565

AMENDMENT #1

The following information consists of changes, additions, omissions, deletions, or clarifications to the above mentioned project. All other information will remain the same. Please notify everyone concerned (subcontractors and suppliers) as to the issuance and contents of this Addendum prior to the date of bid opening.

Page 4 Administrative Information - Initial Term of Contract and Renewals (service completion) Reads:

~~Time is of the essence with respect all provisions within this Agreement. The Agreement deadline for completion of All work is October 18, 2017. Any delay in performance shall constitute a material breach of this Agreement.~~

Page 4 Administrative Information – Initial Term of Contract and Renewals (service completion) Now Reads:

Time is of great importance. Work identified in Section 2, Scope of Work, shall be performed in a timely and coordinated manner to support and prevent delays to a companion associated contract to compete plumbing and excavation to decommission Motor Vehicle Waste Discharge Well (MVWDW). Work shall be complete by October 22, 2017. The Environmental Consultant is not responsible for delays due to Contractor delay or reviews by state.

Page 5 Section 1.1 Purpose Reads:

~~The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for an environmental consultant to perform sampling, testing, remediation, and closing out sites for the decommissioning of underground storage tanks in accordance with the specifications contained herein.~~

Page 5 Section 1.1 Purpose Now Reads:

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for an Environmental Consultant to perform environmental consulting, sampling, testing, analysis, reporting and records management, in close coordination with a plumbing/excavation Contractor, for the closing out multiple sites for the decommissioning of underground storage tanks, statewide, in accordance with the specifications contained herein.

Page 8 Section 2 Scope of Work Reads:

General Description of Work

~~Support the work of the decommission of Motor Vehicle Waste Discharge Well (MVWDW) at ITD maintenance facilities, including the work of~~

- ~~▲ Sampling, Testing, reports and records management as needed to support the install of new holding tanks and plumbing to connect to municipal sewer systems.~~
- ~~▲ Sampling, Testing, reports and records management as needed to support the remediation of contamination as needed at existing sump or drainfields.~~

Page 8 Section 2 Scope of Work Now Reads:
General Description of Work

Support the work of another Contractor in the decommission of Motor Vehicle Waste Discharge Well (MVWDW) at ITD maintenance facilities, including the work of

- Consulting with both ITD and the Contractor on remediation needs,
- Working in close coordination with a Contractor through the life of the project - Coordination of all work, schedules, progress, procedures, with the Contractor, including a kickoff meeting and regular progress communications.
- Sampling, Testing, reports and records management as needed to support the install of new holding tanks, septic and plumbing to connect to municipal sewer systems.
- Sampling, Testing, reports and records management as needed to support the remediation of contamination as needed at existing sump or drainfields.

Page 17 Section 2.3 Work not noted, detailed, or specified Reads:

~~All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with Section 1.3, Inquiries.~~

Page 17 Section 2.3 Work not noted, detailed, or specified Now Reads:

All work required to complete work identified in section 2, Scope of Work shall be included in the Environmental Consultant's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven accepted professional industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with **Section 1.3, Inquiries.**

Page 18 Section 3 Special Provisions Reads:

~~The Environmental Consultant shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.~~

Page 18 Section 3 Special Provisions Now Reads:

The Environmental Consultant shall supplement the plans for such working drawings as are necessary to adequately control the work.

Page 18 Section 3.1 Subletting/Subcontracting Reads:

~~The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD's written consent. If ITD consents to subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least thirty percent (30%) of the original contract amount.~~

~~If subcontracting is proposed, the bidder must complete Attachment C, Subcontractor Licensing, giving the name, address, and Public Works Contractors License Number for any and all companies who will, in the event the bidder secures the contract, complete the plumbing, electrical, or HVAC work under the~~

~~contract in accordance with Section 67-2310, Idaho Code.~~

~~Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.~~

~~Note: Section 67-2310, Idaho Code, also states "No general contractor shall name any subcontractor in his bid.~~

Page 17 Section 3.1 Subletting/Subcontracting Now Reads:

The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD's written consent. If ITD consents to subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least thirty percent (30%) of the original contract amount.

Page 19 Section 3.7 Change Orders Reads:

- ~~1. For total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs;
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- ~~2. For total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or~~
- ~~3. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.~~

Page 19 Section 3.7 Change Orders Now Reads:

The Environmental Consultant agrees any and every change order must be submitted to and approved by ITD before any work is to be performed in accordance with such change order.

Page 21 Section 3.13 Bid Guaranty (Five Percent Bid Bond) Has Been Deleted:

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the Bid.

Bid Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 310, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney In Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be considered and the bid will be rejected.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance at the time of bid closing. Bid Guaranty will not be accepted if Surety is not registered and licensed in Idaho, and bid will be deemed non-responsive and rejected.

Page 21 Section 3.14 Return of Bid Guaranty (Five Percent Bid Bond) Has Been Deleted:

~~Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.~~

Page 21 Section 3.15 Surety Bond Requirements (Performance and Payment Bonds) Has Been Deleted:

~~The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract.~~

~~Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney In-Fact must accompany the bid bond.~~

~~Guarantees submitted via any other obligation **WILL NOT** be accepted.~~

~~**Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if Surety is not registered and licensed in Idaho, and contract will not be executed by the Department. If contractor fails to file acceptable bonds within 10 calendar days after the contract has been received by the bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained.**~~

Page 24 Section 4.10 Indemnification Reads:

~~The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.~~

Page 24 Section 4.10 Indemnification Now Reads:

Concerning claims of third parties, the Consultant shall indemnify, and hold harmless the State from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

Page 25 Section 4.12 Insurance Requirements Reads:

~~Within fifteen (10) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (10) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.~~

~~The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.~~

~~The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.~~

Page 24 Section 4.10 Indemnification Now Reads:

Within fifteen (10) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (10) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry professional liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

Page 26 Section 4.12.4 State of Idaho as Additional Insured Reads:

~~The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.~~

~~The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.~~

~~If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.~~

Page 26 Section 4.12.4 State of Idaho as Additional Insured Now Reads:

The General, Auto and Umbrella liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

Page 27 Section 4.12.7 Acceptable Insurers and Deductibles Reads:

~~Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.~~

Page 27 Section 4.12.7 Acceptable Insurers and Deductibles Now Reads:

The General, Auto and Umbrella liability provided Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

Page 27 Section 4.12.8 Waiver of Subrogation Reads:

~~All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.~~

Page 27 Section 4.12.8 Waiver of Subrogation Now Reads:

All policies, except professional liability insurance, must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

Other Revisions:

Delete the following locations from the map(s):

D1- Cataldo

D3 – New Meadows

D5- Preston

Section 1.4 .1 Required Bid Submission Items: The Environmental Consultant must Submit a resume with references identifying 5 similar past projects with Bid Submission.

***There are no other changes.
End of Amendment One***

I acknowledge that I have received and read this addendum, and that failure to return a signed copy of this addendum with my response may result in my bid being found non-responsive.

Bidder (company name): _____

Authorized Signature: _____

Printed Name: _____

Date: _____

**THIS AMENDMENT MUST BE SIGNED, DATED AND RETURNED WITH YOUR
RESPONSE**