



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
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June 12, 2013

**ADDENDUM NUMBER ONE**

**RFQ # 7467394**

**TITLE: Centredale Manor, North Providence, DEM**

**Closing Date and Time: 6/19/13 at 1:45 PM**

**Per the issuance of this ADDENDUM #1  
(12 pages, including this cover sheet)**



**Specification Change /Addition / Clarification**

**Clarification to Question 17 attached.**

**This Bid will be awarded to the lowest responsible responsive base bid. There is also a “Base Bid Breakdown” which requires the bidders to submit unit pricing.**

**NOTICE OF ADDENDUM NUMBER ONE (1)**

TO

State of Rhode Island  
DEM – Office of Waste Management  
Bid Number 7467394  
Centredale Manor Restoration Project  
Implementation of Interim Remedial Action  
North Providence, Rhode Island

**DATE of ADDENDUM:**            **June 11, 2013**

**The contract documents are hereby modified to include this document as if fully attached thereto.**

**PART A        Division 00 Bidding and Contract Requirements and Division 01 General Requirements**

**ITEM 1)       Information for Bidders**

INSERT as an Appendix to this Section the Minutes of the Pre-Bid Meeting attached hereto as, "Addendum 1, Attachment I".

INSERT as an Appendix to this Section the Sample Access Agreement attached hereto as, "Addendum 1, Attachment II".

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**END OF ADDENDUM NUMBER 1**

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**CENTREDALE MANOR RESTORATION PROJECT  
IMPLEMENTATION OF INTERIM REMEDIAL ACTION  
ALLENDALE POND AND LYMAN MILL POND**

PRE-BID MEETING  
7 JUNE, 2013 10:00 AM  
RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, ROOM 380  
PROVIDENCE, RI

To all Contractors Estimating:

Attached is the meeting minutes from the pre-bid meeting held on June 7, 2013 at 10:00 AM at Rhode Island Department of Environmental Management, Room 380, Providence, Rhode Island.

Please be advised that the subject matter discussed at the meeting, the minutes recorded thereof, and the questions and answers, are provided for information only and shall not be considered as part of the Contract Documents.

## Meeting Minutes

Description of Meeting: Pre-Bid Meeting

Date/Time: 7 June 2013 10:00 AM

Location: Rhode Island Department of Environmental Management, Room 380  
Providence, Rhode Island

Attendees: See attached attendance sheet

Louis Maccarone from the RIDEM Office of Waste Management began the meeting by giving a brief introduction to the project history and welcoming everyone to the meeting.

At that point, Mr. Maccarone provided an overview to the work of the project. He explained that the Centredale Manor Site is a Superfund site located along an approximately 2 to 2 ½ mile stretch along the Woonasquatucket River in North Providence running approximately from Route 44 in the north to the Lyman Mill Dam in the south. He explained that soil and sediment within the floodplain is potentially contaminated with dioxin, a non-volatile compound that binds strongly to soil. He explained that all work would take place on residential properties and within Town of North Providence Rights-of Ways. He stated that the company performing the work would need a foreman or supervisor with OSHA 40 hour training, and representatives of LBG would also be on site.

John O'Hara of the Rhode Island Purchasing Office spoke about bid requirements. The bid will be awarded on the BASE Bid. Bids are due on June 19<sup>th</sup> at 1:45 P.M. at the Office of Purchases, 1 Capitol Hill, Providence, RI. All questions must be submitted by Monday June 10<sup>th</sup> at 12:00 noon. Bid security is required. If the bid is over \$500,000, a CD of the bid must be submitted along with the hard copy; if the bid is under this amount only the hard copy and bid security needs to be submitted. Addenda to the bid will be posted by Wednesday, June 12. Any questions must be submitted to the Purchasing Department, via e-mail, to [construction@purchasing.ri.gov](mailto:construction@purchasing.ri.gov). Bid documents and plans are available on the Purchasing website. Documents obtained from the Division of Purchasing website include the project drawings, specifications and Attachment 1 (Site Memoranda). A sample copy of the Access Agreement has been included as Addendum No. 1, Attachment II.

### **Questions and Answers**

1. Can the requirement for 40 hour OSHA training be clarified in Addendum 1?

*The contractor shall have at least one qualified individual in their organization with 40 hour OSHA training. This individual is not required to be assigned on-site full time. Health and Safety is the responsibility of the contractor.*

2. Is this a mandatory Pre-Bid Meeting?

Yes.

3. Is any clearing required?

*Yes, minimal clearing of vegetation along existing fences and along locations of new fence. Clearing needed at each site is generally described in the Bid Specification Project Manual Attachment 1, Site Memoranda.*

4. Can trucks access all parts of the Site?

*No. While the majority of the properties can be accessed via ROW, vehicular access at some properties is limited by structures, fences, and grading.*

5. Are there any specific requirements or limitations on hours of construction?

*It is expected that all construction hours will take place during normal business hours/first shift. According to the North Providence Town Code, "No person shall operate a bulldozer, power shovel or other heavy machinery, as is used in construction or engineering work, between the hours of 7:00 P. M. and 7:00 A. M. any day nor at any time whatsoever during the first day of the week".*

6. Is there a timeframe for when construction must be completed?

*All work must be completed by September 30, 2013, including site restoration.*

7. Will Contractors be responsible for obtaining access?

*No. Access agreements have been obtained by DEM for all properties on which work will be performed, including from the Town for work in ROWs. The selected Contractor will be covered by these existing access agreements, and will be provided copies of all executed agreements.*

8. Who is liable for damage?

*As stated in the access agreements, contractors are required to restore all properties to their original condition.*

9. How will obstructions, such as shed, be handled?

*DEM will work with the selected contractor to coordinate obstruction removal with property owners. No sheds or large structures will need to be removed. A plastic play structure will need to be moved by the property owners in one location.*

10. What does "clearing" involve? What is the largest diameter of tree to be cleared?

*Clearing refers to removal of vegetation such as brush/vines/shrubs. Fences have been laid out to avoid removal of trees. Several large downed trees are to be removed; these trees are shown on the drawing and in the site memos. The largest diameter of tree to be cleared is not known, but the largest fallen trees can be seen in photographs within the Site Memoranda.*

11. Do the fallen trees need to be removed?

*Yes, the identified fallen trees need to be removed off site. The two fallen trees that are partially fallen in the river will need to be removed from the water and taken off-site.*

12. Do property owners need to be notified prior to work starting?

*Yes. The majority of properties require one day advance notification. Some properties require additional advanced notification; this information is contained in the access agreements. DEM may assist in notifying property owners, if the selected contractor meets significant difficulty in reaching homeowners and requests assistance.*

13. Can the access agreements be viewed?

*A sample access agreement has been included as Addendum No. 1, Attachment II. Signed agreements will be provided to the selected contractor after contract signature.*

14. Is a survey of the fence available?

*The site was not surveyed. However, GPS coordinates for fence location will be provided. All proposed work is shown on the plans and fence locations were flagged in the field.*

15. Are building permits required?

*No.*

16. Can you clarify debris removal?

*Debris removal is a pay item. In some cases, owners are storing materials in their yards; do not dispose of items if the owners wish to keep them. DEM and the contractor will consult with owners to ensure that owners move items and materials that they intend to keep out of the way.*

17. Is this a unit or lump sum bid?

*This is a unit bid.*

18. Can you discuss any potential health issues/impacts and are there any PPE requirements?

*Comprehensive environmental analysis of soils at these properties has not taken place. Construction BMPs should be implemented to prevent migration of soils off-site via pathways such as equipment, vehicles or persons. During a removal action within the source area (the Brook Village/Centredale Manor complex to the north), Tyvek suits and booties were used to assist in prevention of off-site soil migration, but were not required due to any potential health impacts to workers. There are no specific PPE requirements for this work. All PPE requirements are at the contractor's discretion.*

19. Will soil need to be tested?

*No. Soil and sediment should remain on-site. If there is a surplus of soil that cannot be placed back in holes dug for fence posts, it shall be spread on the river side of the fence or under loam and seed placed by the contractor. This includes sediment removed from the shed at the identified property. Any other testing of debris would be to meet requirements of the disposal facility used by the contractor.*

20. What does the loam & seed consist of?

*Loam & seed is primarily top dressing. If yards are rutted/damaged by machinery they must be restored to their original condition.*

21. Are property owners generally supportive of this project?

*Work will only take place on properties where the owner has granted access. Property owners in the vicinity who did not want any work to take place chose not to sign access agreements.*

22. How would any potential damage to irrigation systems be handled?

*Contractors are responsible for any damage that occurs to irrigation systems, and any damaged system must be repaired. DEM is currently unaware of the presence of any irrigation systems at any of the properties. The contractor is responsible for determining if an irrigation system is present on a property and assessing its function prior to, and upon completion of, work on such a property.*

23. In cases where fence is being replaced, does the new fence need to be installed on the same day the old fence is removed?

*No, new fence does not need to be installed on the same day. Temporary fencing may be installed at the discretion of the contractor and should follow the contractor's normal work zone routine for daily security of on-going projects.*

24. Are there any concerns with entering the river or contacting water in the river?

*Use of waders by personnel in the river is recommended, as is washing skin, clothing, and equipment after coming into contact with river/pond sediment.*

25. Can equipment be brought onto all the properties?

*Access to some of the properties is constrained. The Access agreements allow for light equipment, not heavy equipment. Street ROWs may be used as staging areas. The majority of properties are located at the end of dead end streets with room for equipment.*

26. Are there any testing requirements for the large fallen trees that need to be removed? Is there access for equipment?

*There are no requirements for testing of the trees, which need to be taken off site. Tree removal includes tree trunk, branches and stump, all of which shall be disposed of by the contractor. The tree at the Reynolds property can be accessed from the river via the adjacent Stevens Street ROW. The tree at the Pellegrino property can be accessed directly from the property.*



**ACCESS AGREEMENT**  
**CENTREDALE MANOR RESTORATION PROJECT SUPERFUND SITE**  
**NORTH PROVIDENCE, RHODE ISLAND**

THIS AGREEMENT is made between \_\_\_\_\_ (OWNER),  
and the Rhode Island Department of Environmental Management (RIDEM).

The OWNER, who owns a parcel of real property located at \_\_\_\_\_  
in the North Providence, Rhode Island, otherwise identified as Tax Assessor Plat \_\_\_\_\_,  
Lot \_\_\_\_\_ (the "PROPERTY") by the Town of North Providence, hereby authorizes the  
RIDEM and/or its employees, servants, agents or assigns, as well as representatives of State,  
Federal or Tribal agencies who may be required for compliance with state and federal laws or  
regulations relating to historic/archaeological preservation, to enter upon said PROPERTY for  
the purpose of:

Conducting meetings with the owner or occupant, including walking inspections of the  
PROPERTY, in an effort to gather information to perform "precautionary interim  
measures" as described in the cleanup plan, formally referred to as the Record of  
Decision for the Centredale Manor Restoration Project Superfund Site;

and:

Performing such "precautionary interim measures" as described in the Record of  
Decision for the Centredale Manor Restoration Project Superfund Site as will be agreed  
upon by RIDEM and the OWNER in accordance with RIDEM's *Rules and Regulations  
for the Investigation and Remediation of Hazardous Material Releases* (the "Site  
Remediation Regulations") and other applicable or relevant and appropriate requirements

including other state and federal regulations with the intent of limiting exposure to potentially contaminated sediment or soil on the PROPERTY.

This Agreement also provides access to the U.S. Environmental Protection Agency and its authorized representatives pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9604(e).

In the event that RIDEM determines that additional work is required, RIDEM shall request authorization for that work, which authorization shall not be unreasonably withheld by the OWNER.

The OWNER recognizes that the above-referenced work may require the use of heavy equipment, the time of use and access routes for which will be subject to the prior notification to the OWNER. RIDEM will not knowingly undertake any action that will damage the structural integrity or lateral support of any building or structure located on the PROPERTY and will endeavor to complete all work in a timely fashion.

RIDEM agrees that it will leave the PROPERTY in substantially the same condition as it was found prior to the performance of the above-referenced work and that it shall be responsible for the reasonable replacement or reparation of lawn and/or vegetative cover that do not hinder the “precautionary interim measure” as a result of RIDEM's actions.

RIDEM agrees to indemnify and hold the OWNER harmless from any claims arising out of any negligence of RIDEM or its employees in the performance of the above-described actions and that all contractors shall maintain in full force and effect all insurance coverage required by the State of Rhode Island Technical Assistance Contract Master Price Agreement #309.

RIDEM agrees to provide the OWNER with twenty-four (24) hours notice prior to commencing any work in a traffic or parking area on the PROPERTY.

The Agreement shall continue in full force and effect for one year from the date of execution of the Agreement or until RIDEM gives written notice of the termination of the Agreement, whichever is shorter. RIDEM may seek written authorization from the OWNER to extend the Agreement if reasonably necessary for the purpose of performing such “precautionary interim measures” as may be required to limit exposure to potentially contaminated sediment or

soil on the PROPERTY. Such a request shall not be unreasonably denied by the OWNER and the term of any such extension(s) shall not exceed one year.

RIDEM shall remove all machinery and/or other equipment from the PROPERTY and shall repair or restore any vegetative cover on the PROPERTY within three (3) months of the termination of the Agreement.

Communications required by or relating to the Agreement may be directed as follows (please provide contact information requested below for any future correspondence):

- OWNER: \_\_\_\_\_ (contact)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)  
TEL: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

- RIDEM: Louis R. Maccarone II, RIDEM/Office of Waste Management  
235 Promenade St., Providence, RI 02908  
TEL: 401-222-2797 Ext. 7141 ; FAX: 401-222-3813  
E-MAIL: [louis.maccarone@dem.ri.gov](mailto:louis.maccarone@dem.ri.gov)

**Entity name**

RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
Office of Waste Management

By: \_\_\_\_\_  
(SIGN HERE)

By: \_\_\_\_\_  
Leo Hellested, P.E, Chief

Print: \_\_\_\_\_  
(Name & Title, if applicable)

Date: \_\_\_\_\_, 2013

Date: \_\_\_\_\_, 2013