



1. Solicitation #: 25-ENV-0013

2. Solicitation Issue Date: 9/13/2024

3. Brief Description of Requirement:

Purpose: Underground Storage Tank Removal and Closure, Removal and Disposal of Contents, Transportation of water (non-hazardous groundwater or pit water) per Attached Specifications.

Location: 445469 Highway 28, Vinita, OK

Questions may be submitted until 1:00pm CST on Tuesday, September 17th, 2024 with responses made available no later than 1:00pm CST on Tuesday, September 24th, 2024.

Questions should be submitted in writing by emailing the Contracting Officer at swelty@odot.org

Bids are to be submitted to ODOT via email to odotbids@odot.ok.gov . Subject Line of email should include Solicitation 25-ENV-0013, Underground Storage Tank Removal, Response Due Date (1:00 PM, 10/04/24).

PLEASE NOTE THE NEW EMAIL USED FOR RESPONSE SUBMISSIONS LISTED BELOW

The Solicitation is let pursuant to and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3

4. Response Due Date¹: 10/04/2024

Time: 1:00pm CST/CDT

5. Issued By and **RETURN SEALED BID TO²**:

Electronic Submission Address: odotbids@odot.ok.gov

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Stacy Welty, CPO II
Phone: (405) 766-0493
Email: SWELTY@ODOT.ORG

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").
² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries.

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 25-ENV-0013

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

- YES – Permit #: _____
 NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
 NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
 NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 25-ENV-0013

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

- A. For purposes of competitive bid, 1. I am the duly authorized agent... 2. I am fully aware of the facts... 3. Neither the bidder nor anyone subject to the bidder's direction... B. I certify, if awarded the contract...

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier; OR the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature Certified This Date Printed Name Title Phone Number Email Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the **See Page 1** _____ located at _____
_____ at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting

financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and

effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1.0. THE SOLICITATION IS LET IN ACCORDANCE WITH OKLAHOMA STATUTE, TITLE 74, SECTION 85.12.B.3.

B.1.1. THE SOLICITATION IS LET AS A REQUEST FOR PROPOSAL (“RFP”). ONLY THE NAMES OF THE RESPONDING CONTRACTORS WILL BE ANNOUNCED AT THE RFP CLOSING. CONTRACTOR RESPONSE PRICES WILL BE POSTED ON THE ODOT SOLICITATION WEB PAGE ONCE AN AWARD HAS BEEN MADE.

B.2.0. Definitions

- B.2.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- B.2.2.** Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- B.2.3.** Addenda and Amendments are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- B.2.4.** A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- B.2.5.** The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response, to which work may be added or from which work may be deleted for sums stated in the Alternate Responses.
- B.2.6.** An Alternate Response (or Alternate) is an amount stated in the Response to be added or to be deducted from the amount of the Base Response if the corresponding change in the work as described in the Responding Documents is accepted.
- B.2.7.** A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.
- B.2.8.** A Vendor is a person or entity that submits a Response.
- B.2.9.** The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Response Documents

B.3.1. Copies

- B.3.1.1** Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
- B.3.1.2** The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

B.3.2. Amendments

- B.3.2.1** Amendments will be posted on the website.
- B.3.2.2** Copies of the Addenda will be made available for inspection at the Department.
- B.3.2.3** Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.3.3. Bid Security

- B.3.3.1** Each response must be accompanied by a certified or cashier's check, or bid bond in an amount of \$5,000.00 as a guaranty that, if awarded the contract, the Vendor will execute the contract. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and

Loan Insurance Corporation on a form obtained from the Division. The State reserves the right to hold the bid security of the three (3) lowest vendors until the successful Vendor has executed contract and furnished the required bonds and proof of insurance.

B.4.0. Insurance Requirements

- B.4.1.** The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.
- B.4.2.** General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

B.5.0. Form of Contract Agreement

- B.5.1.** A contract is to be used as the agreement between the State and the successful Vendor.

B.6.0. Labor

- B.6.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.6.2.** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

B.7.0. Waiver of Subrogation

- B.7.1.** Vendor shall be liable for any damages to ODOT Division 8 Tulsa and Osage Counties along the acreage and route details of which are specified in Appendix B, Exhibit #1 caused by casualty occurrence, it being understood that Vendor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

C. SOLICITATION SPECIFICATIONS

- C.1.0.** Please Refer to attached Appendix B. Responding Vendors should be familiar with Appendix B, Specifications for Bid Specifications. No exceptions to or deviations from the specifications set forth in this Solicitation will be accepted.

C.2.0. SCOPE OF CONTRACT

- C.2.1.** The Oklahoma Department of Transportation (O.D.O.T.) will enter into contract (via issuance of a purchase order) with a contractor for the Underground Storage Tanks Removal & Closure. ODOT reserves the right to only purchase the quantities of services that the ODOT'S budget will financially allow.

C.2.2. Description

- C.2.2.1** This work shall consist of the removal and disposal of three (3) 8,000 gallon gasoline and one (1) 8000 gallon diesel tanks (single-walled, composite steel with fiberglass) and associated piping at 445469 Highway 28, Vinita, OK per Specifications.

C.2.3. Project Location

445469 Highway 28, Vinita, OK

C.2.4. Contract Period

- C.2.4.1** Initial contract period is for one (1) year from the date of the award

D. EVALUATION

D.1.0. The RFP will be evaluated on the following criteria: Cost and and/or best, qualified bidder meeting all requirements.

E. INSTRUCTIONS TO SUPPLIER

E.1.0. IMPORTANT INFORMATION

Important Dates	
Friday, September 20, 2024 by 1:00 pm CST	Written Questions Due
Friday, September 27 th , 2024 by 1:00 pm CST	Responses to Questions Posted on Website
Friday, October 4 th , 2024 by 1:00pm CST	Solicitation Closes

E.2.0. BIDDING PROCEDURE

E.2.1. Form and Style of Responses

E.2.1.1 All requested items shall be bid.

E.2.2. Modification, Withdrawal or Cancellation of Responses

E.2.2.1 Vendors may withdraw, change and resubmit their Responses by appearing in person prior to the time set for the closing of the Response period. Upon presenting proper picture identification to Cheryl Emerson, CPO, the sealed Response will be returned to the Vendor. A new or changed sealed Response will be accepted until the time designated for the closing of the response period.

E.2.2.2 Bid Security, if any is required, shall be in an amount of \$5,000.00.

E.2.3. Submission of Responses

E.2.3.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words "Sealed Response" and the date set for Opening.

NOTE: As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. This will also include the bid security bonds. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. This will supersede Section E.3.2.4 below unless Contractors are notified otherwise.

E.2.3.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.3.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.2.3.4 Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

E.3.0. Consideration of Responses

E.3.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

E.3.2. Contractors who have not previously performed this type of work for ODOT will be required to provide references of past large scale mowing contracts that have been successfully completed.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Solicitation Request
- _____ Completed and Signed Addenda and Amendment Receipts
- _____ Completed Bid Security (\$5,000.00)
- _____ Read Section G.1 regarding taxation status
- _____ Read Section G.2 regarding communication during Solicitation Period
- _____ Read and are Familiar with Appendix B Bid Specification
- _____ Read and are Familiar with Appendix C Photographs

G. OTHER

G.1.0. Taxation Status

G.1.1. This project is taxable. ODOT's tax exempt status does not flow down to the Vendor.

G.2.0. Communications During the Solicitation Process

G.2.1. Communication with anyone but the Buyer may result in a Vendor not be allowed to bid on this project.

G.3.0. Questions

G.3.1. Questions regarding this solicitation are due no later than Friday, September 20th, 2024 by 1:00 P.M. CST. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

G.4.0. FORMS

G.4.1. APPENDIX A – SOLICITATION REQUEST

G.4.2. APPENDIX B – SPECIFICATIONS [INCLUDES EXHIBIT #1]

G.4.3. APPENDIX C - PHOTOGRAPHS

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Solicitation Request form found in Appendix A. The form needs to be signed and dated. Vendors shall provide unit price bids per line item requested.



Pricing Sheet

Solicitation #

Job Description:

Location:

Item # 1	Quantity	Price
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<input type="text" value="UNDERGROUND STORAGE TANK REMOVAL AND CLOSURE (1 JOB)"/>	<input type="text" value="1"/>	<input type="text" value="\$"/>
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Item # 2	Quantity	Price
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<input (quantity="" attached="" diesel,="" etc.="" gallon)"="" gasoline,="" oil,="" per="" see="" sludge,="" specifications="" type="text" value="REMOVAL AND DISPOSAL OF UNDERGROUND STORAGE TANK CONTESTS (*)
"/>	<input type="text" value="600"/>	<input type="text" value="\$"/>
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Item #3	Quantity	Price
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<input type="text" value="TRANSPORTATION OF WATER * (NON-HAZARDOUS GROUNDWATER OR PIT WATER). ODOT may or may not elect to utilize line 3 of this project. Usage will be determined by the local conditions. Awarded Contractor will need to contact ODOT for approval prior to completing this line item. (QUANTITY PER DAILY)"/>	<input type="text" value="3"/>	<input type="text" value="\$"/>
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Item # 4

Quantity

Price

MILEAGE FOR TRANSPORTATION OF WATER * (NON-HAZARDOUS GROUNDWATER OR PIT WATER). ODOT may or may not elect to utilize line 4 of this project. Usage will be determined by the local conditions. Awarded Contractor will need to contact ODOT for approval prior to completing this line item. (QUANTITY per Miles)

400

\$

Item #5

Quantity

Price

DISPOSAL OF WATER * (NONHAZARDOUS GROUNDWATER OR PIT WATER). ODOT may or may not utilize line 5 of this project. Usage will be determined by the local conditions. Awarded Contractor will need to contact ODOT for approval prior to completing this line item. See attached specification. (Quantity by Gallon)

4,500.00

\$

Comments:

Authorized Signature: _____

Date: _____

445469 Highway 28 – Vinita, OK USTs Removal

Appendix B

**Bid Specifications
Underground Storage Tanks (USTs)
Removal & Closure**

1. PROJECT LOCATION

**Oklahoma Corporation Commission (OCC) Facility ID# 49-12276
445469 Highway 28
Vinita, OK 74301**

2. SCOPE OF SERVICES

This work shall consist of the removal and disposal of three (3) 8,000 gallon gasoline and one (1) 8,000 gallon diesel tanks (single-walled, composite steel with fiberglass) and associated piping at 445469 Highway 28, Vinita, OK. The UST system has been under TOU status since 2015 and is currently under a Notice of Violation.

2.1 General Requirements. The Contractor, as an independent contractor and not as an agent of the Oklahoma Department of Transportation (Department), shall supply necessary personnel, equipment, tools, material and, all other items necessary for the performance of the USTs closure including, removing and disposing of tanks' contents, to the extent possible, prior to removal activities, soil testing, removal and disposal of any overlying surface material, all costs incident to excavating and handling the material, securing the site, fencing, and all other incidentals necessary to complete the work.

The Contractor shall be responsible for visiting the site and ascertaining pertinent local conditions such as location, accessibility, and general character of the site, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon. Any failure to do so shall not relieve the contractor from responsibility for successfully performing the work without additional expense to the Department. All permanent and temporary Right-Of-Way will be marked/staked by the Department prior to site reconnaissance and removal activities.

The site is not fenced or gated and is easily accessible. However, an active restaurant (Chicken Coop Inc.) operates at this location Friday through Tuesday, and it's closed on Wednesday and Thursday. Need to work with restaurant's owner to minimize disruption to business. A site visit can be scheduled by calling Ms. Stacy Welty 405-766-0493. **Site visits should occur during the Chicken Coop off hours, excluding holidays. Most of the tank removal activities should be completed during non-business hours, with the exception of any remaining limited site restoration activities and then, at least half of the parking lot shall remain open and must be**

available for use/transit during business hours.

As part of the bid solicitation response package and prior to initiation of site work, the Contractor shall submit a detailed work plan outlining date(s) and duration of removal activities, proposed phases and sequence of work, location of staging areas, ingress and egress routes and other logistical considerations relevant to the removal.

If a specification or description of work-to-be-performed as outlined in this document, conflicts with a law or regulation, the regulation will supersede.

2.2 Property Damage. All Department and/or private property adjacent to the work site shall be protected against heavy traffic, and spillage. The Contractor is responsible for assuring that additional contamination does not occur from the tanks closure activities. It shall be the Contractor's responsibility to promptly correct any environmental damage to the Department and/or private property.

2.3 Site Maintenance. The Contractor is responsible for the storage and disposal of all trash and waste materials generated during the tanks' closure. The Contractor shall remove all waste materials from the site within five (5) calendar days from the tanks' removal date. Fire hazard material shall be placed in an approved storage container. The Contractor shall restore all disturbed areas and is responsible for backfilling, compacting and covering top 4" with gravel. The tanks will become the property of the Contractor upon removal from the ground. Remove the tanks from the job site within seventy-two (72) hours of removal, as per the OCC "UST Removal Guidebook". The Contractor is responsible for securing equipment and materials; the Department is not responsible for any loss or damage of Contractor's property.

2.4 Spills. The Contractor shall report all spills, regardless of size, to the Department. The Contractor shall also notify the Department if any regulatory notification or reporting requirements have been triggered. A spill report shall be made verbally, immediately following the incident. A written report of the spill shall be submitted within five days after the incident and shall include:

- type and amount of substance spilled,
- location of spill,
- cleanup procedures employed,
- disposal procedures, and
- any personnel injuries.

Cleanup shall be in accordance with all applicable environmental laws and regulations at no cost to the Department.

2.5 Notification. The Contractor shall notify the OCC fourteen (14) calendar days prior to any work on the project site. The Contractor shall also be responsible for all other applicable regulatory agency and/or local official's notification prior to initiating work. The Contractor shall be expected to be on-site, initiating work, within three (3) weeks of the notice to proceed (NTP) and shall have five (5) additional business days to complete the on-site portion of the project.

3. TECHNICAL STANDARDS

The Contractor shall be held liable for conducting all work in compliance with the American Petroleum Institute,” Bulletin 1604: Recommended Practices for Removal of Underground Storage Tanks.” All other applicable local, state, and other federal laws and regulations pertaining to the removal and disposal of USTs must be followed, including but not limited to, the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and OCC rules, regulations, codes and guidance documents, including the OCC “UST Removal Guidebook”.

3.1 Health and Safety Standards. The Contractor shall comply with all OSHA standards as they apply to the performance of the work. The Contractor shall observe/implement all requirements of the National Electric Code, all applicable rules and regulations of the National Fire Protection Association covering handling of flammable mixtures or material which constitute a fire hazard or requirements of the state or locality relating to health and safety, whichever is more stringent.

Prior to initiation of site work, the Contractor shall submit to the Department’s Environmental Programs Division (EPD) point of contact, a health and safety plan which addresses applicable OSHA requirements for all work to be performed during the course of this project. The Contractor shall follow procedures outlined in the health and safety plan during all phases of the project to protect the health and safety of all persons and property in the vicinity of the project site.

The Contractor shall maintain a copy of the health and safety plan on-site during all phases of the project and shall ensure that all on-site personnel have reviewed and are familiar with the plan. All safety equipment referenced in the health and safety plan shall be on-site and calibrated (if applicable) before any activities begin.

3.2 Tank Closure Activities.

3.2.1 General requirements. Disconnection (temporary removal and subsequent reconnection) of existing electrical to any portion of the tanks system that impedes system removal activities shall be the responsibility of the Contractor.

Tanks removal and sampling activities shall be performed by appropriately qualified and licensed professionals, as required by law (OCC UST Remover, OCC Environmental Consultant, etc.). The Contractor shall notify the Department not less than forty-eight (48) hours prior to commencement of work activities. The Contractor and the Department shall allow the regulatory inspector to be on-site during removal or sampling operations.

Soil samples must be analyzed by a DEQ certified lab. Instruments must be capable of detecting soil gas vapors for TPH and/or the BTEX components below OCC limits and must be calibrated each day of use. Field screening results must be provided in the tanks’ closure

report. Samples shall be properly preserved and transported, and a chain-of-custody maintained throughout. Samples for backfill shall be taken according to OCC guidelines.

Provide the Department with appropriate Certificates of Destruction for the removed tanks and associated piping.

Any discharge of liquids at the site shall be coordinated with the Oklahoma Department of Environmental Quality (DEQ) and a permit for discharge shall be obtained, if necessary, at no additional cost to the Department.

Submit disposal facility information and waste acceptance paperwork, such as waste profiles to EPD, prior to any disposal on the Department's behalf. Disposal documentation (receipts, manifests, mass tickets, etc.) shall be provided to the EPD and for submission to the OCC. If tanks' contents are deemed hazardous waste per laboratory analyses, the Contractor will notify the Department. Then, the Contractor and the Department will work together to determine the most appropriate course of action for disposal.

3.2.2 Site Specific requirements.

Site visits should occur during the Chicken Coop off hours, excluding holidays. Most of the tank removal activities should be completed during non-business hours, with the exception of limited site restoration activities and then, at least half of the parking lot shall remain open and must be available for use/transit during business hours.

All liquids shall be removed from all four (4) tanks. All tanks shall be empty, except for residuals that cannot be pumped, and inerted before they are removed from the ground. The tanks have approximately the following amounts of liquid: tank 2 (1.5 inches of water) and tank 4 (1 inch of water), according to OCC's tank inspection dated 5/30/2024. Where possible, tank contents will be described by type (gasoline, diesel, sludge, oil, etc.) and quantity (gallons) based on field measurements.

The Contractor shall remove all lines (product lines, vent lines, etc.), manways, connections, dispensers, other appurtenances and the two pump islands, and properly dispose off-site.

It shall be noted that the tanks are not located in the same pit as the pump islands. Each of the two pump islands contains one (1) dispenser, for a total of two (2) dispensers. There is approximately at least one hundred and twenty-five (125) feet of piping.

All four tanks tank shall be completely empty and purged prior to transport and disposal off-site. No new underground tanks will be installed.

There are four vapor monitoring wells on-site. The wells are located within the tank pit, near the tanks. OCC tank registration records are available for this facility but do not include information on the wells. The wells shall be removed in entirety as part of the underground storage tank system removal activities as outlined in OAC 785:35-11-1(2) plugging

requirements for observation wells where contaminated soil/water is present. A description of how the wells will be removed will need to be included as part of the bid submittal package.

See Appendix B, Attachment B2 showing photos of current site conditions.

3.2.3 Backfill. This work also includes compaction and replacement of similar fill material into the excavated areas. The Contractor shall restore all disturbed areas and is responsible for backfilling, compacting and covering top 4" with gravel.

Concrete is present at this location within the tank pit, piping trench and pump islands areas. Asphalt and gravel are also present throughout the site. Only enough surfacing material to necessitate system removal needs be removed. Cut saw the existing surfacing material, prior to removal. Overlying surface material that does not comply with backfill requirements outlined in OAC 165:25-2-131 and OAC 165:29-3-65, may not be used as fill at the bottom of the excavation and may need disposal off-site.

Backfill shall be placed, tamped and compacted consistent to match existing surrounding material. Backfill material shall be equipment compacted. No outside compaction testing is required. Clean fill material for tank excavation backfill shall be earth, gravel, rock, sand or combinations thereof, backfill shall predominate in the finer sizes and present no isolated voids, silt pockets or areas of large stones. If the excavation backfill material is procured from a commercial pit then no further consideration should be necessary. If a non-commercial borrow pit is being considered by the Contractor, the Contractor shall be responsible for an appropriate level of environmental due diligence.

If excavated uncontaminated material is unsuitable as fill material; it may need disposal off-site. Excavated material may be returned to the tank pit and/or piping trench pending required backfill analysis only if it meets requirements outlined in OAC 165:25-2-131 and OAC 165:29-3-65.

Contaminated material disposal is beyond this scope of work.

Leave the area level, smooth, and dressed to the satisfaction of the Department.

Any deviation from this specification in word or quantity will require advanced written approval.

3.3 Closure Report. A tank closure report shall be prepared in accordance with applicable local, state and federal rules and regulations, and in consultation with the EPD. A draft of the closure report shall be submitted to the EPD at least five (5) days prior to the forty-five (45) day OCC reporting deadline for review/approval. The final report shall be submitted to the OCC within forty-five (45) days of sampling or removal. A site sketch, photos, an amended registration, analysis, field screening information, backfill material and disposal documents shall be included in the report, as well as any other OCC requirements. The Department will delegate signature authority for disposal profiles and manifests. However, the Department will retain signature authority for all other regulatory documents.

3.4 Reporting. Verbal reporting of test results to the EPD and the site contact is required immediately after test results are received. Contractor shall be responsible for any regulatory reporting requirements. A copy of the final report submitted to the OCC shall be submitted to the EPD within five (5) business days of submission to the OCC.

4. FAILURE TO COMPLETE ON TIME

For each calendar day that work required by the Contract remains uncompleted after the expiration of the Contract time, the sum specified in the following table will be deducted from any money due the Contractor. The Daily Assessment Rate shown below shall not be considered and treated as a penalty but as liquidated damages due the Department by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the work on time.

Dollar Value of Contract as Reflected in the Contract Documents	Liquidated Damages Daily Assessment Rate
<= \$100,000	\$300
> \$100,000 and <= \$1,000,000	\$500

5. INVOICING INSTRUCTIONS

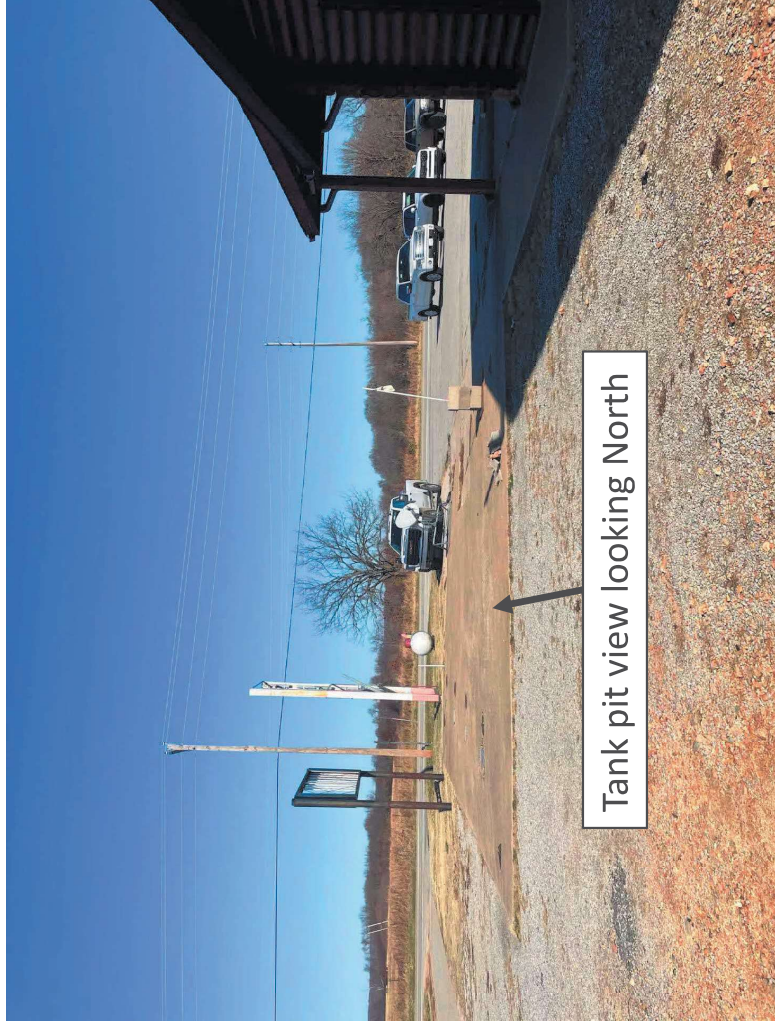
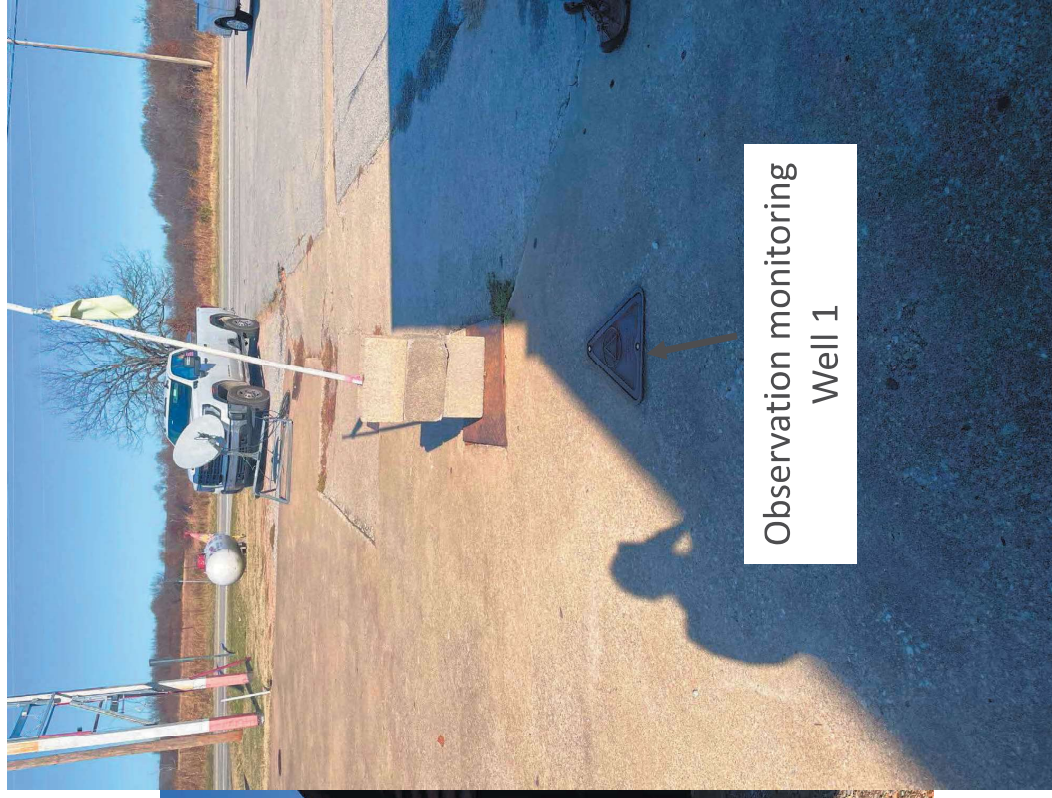
Each invoice shall include the following:

- Project identity and location.
- City, County and description of services performed.
- Employer Federal Tax Identification Number.
- Vendor's name, remit to address, telephone number, and date of invoice.

6. PAY ITEMS

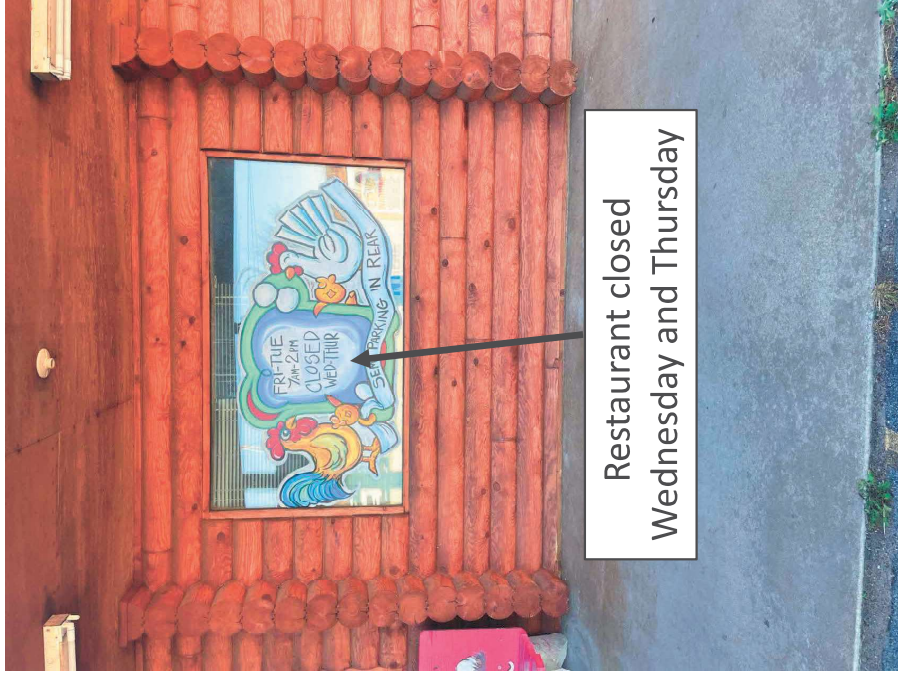
The Department will pay for each pay item at the contract unit price per the specified pay unit as follows:

Pay Item	Pay Unit
<p>(1) REMOVAL OF UNDERGROUND STORAGE TANK SYSTEM Payment will be made at the contract price (lump sum) for the removal of the underground storage tank system including the tank pit monitoring wells. It shall be payment in full for the removal of the tank(s), disconnection and removal of all piping and appurtenances, removal and disposal of any overlying surface material, furnishing of any materials needed, equipment, tools, labor, laboratory analysis, and incidentals necessary to complete all work required by this Specification. It shall also include backfilling and providing the excavation with suitable material. It shall be required to recycle, to the extent possible, materials associated with the system removal (i.e., overlying surfacing material, tank(s), piping, etc.).</p>	Lump Sum
<p>(2) REMOVAL AND DISPOSAL OF TANK CONTENTS *(NON-HAZARDOUS) Specify "Gasoline", "Diesel", "Sludge", "Oil", etc. Payment will be made at the contract price (gallon) which shall be payment in full for the removal/disposal of tank contents ordered and accepted, measured as noted above, and includes all costs incident to pumping or otherwise removing the liquids, all hauling, disposing of, and for all equipment, tools, labor and incidentals necessary to complete the work.</p>	Gallon
<p>(3) TRANSPORTATION OF WATER *(NON-HAZARDOUS GROUNDWATER OR PIT WATER) Payment will be made at the contract price (daily) which shall be payment in full for the transportation of water, measured as noted above, only when necessary to complete the work. Payment includes full compensation for the daily rate of a tanker and driver, all costs incident to pumping or otherwise removing the water, and for all equipment, tools, labor and incidentals necessary to complete the work.</p>	Daily
<p>(4) MILEAGE FOR TRANSPORTATION OF WATER *(NON-HAZARDOUS GROUNDWATER OR PIT WATER) Payment will be made at the contract price (mile) which shall be payment in full for the mileage for the transportation of water, measured as noted above, only when necessary to complete the work. Payment shall be full compensation for the mileage required to properly dispose of the groundwater or pit water.</p>	Mile
<p>(5) DISPOSAL OF WATER *(NON-HAZARDOUS GROUNDWATER OR PIT WATER) Payment will be made at the contract price (gallon) which shall be payment in full for the disposal of water, only when necessary to complete the work. Payment shall be full compensation for testing, profiling, manifesting, and any other costs incident to disposing of the water.</p>	Gallon





Observation monitoring wells 2,3 and 4

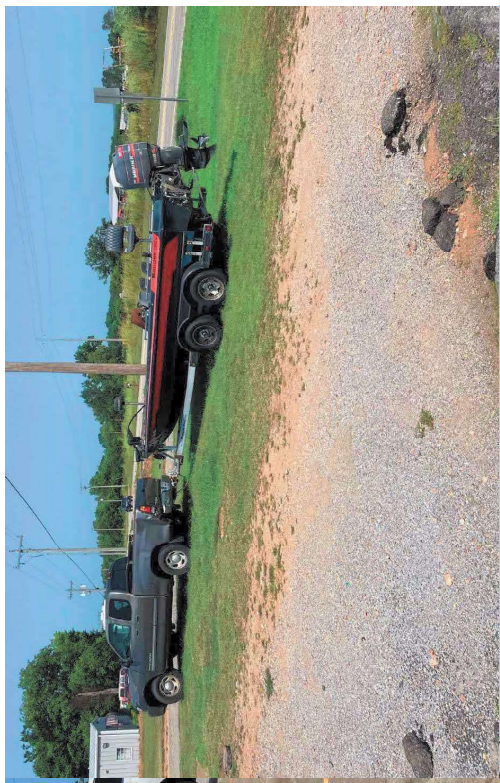


Restaurant closed
Wednesday and Thursday



Pump islands

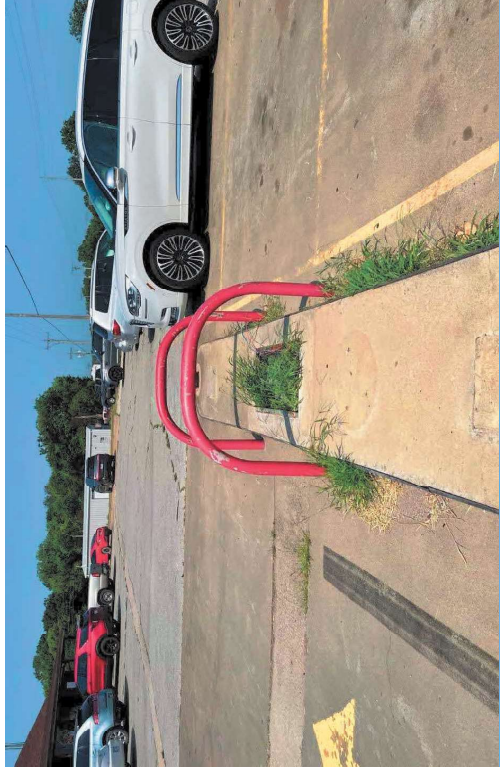
North of
tank pit
(facing
west)



Parking lot
view facing
east



Parking lot
view facing
west



Tank pit
view facing
west

