SPECIFICATIONS

I. SCOPE OF WORK

This agreement is for furnishing all necessary labor and equipment to pump sludge from the polishing lagoon (including laborer for handling vacuum hose) and dispose of sludge on predetermined site (approximately four [4] miles away) at the Toby Creek Acid Mine Drainage Treatment Plant, Dagus Mines, Elk County in accordance with the terms of this bid proposal. The Department reserves the right to substitute an alternate sludge disposal site in close proximity to the predetermined site location, if needed.

Questions regarding the technical aspects of this bid should be directed to Ken Bobak, AMD Division, BD Design and Support Section, at 814-472-1800. Questions regarding the bidding or contracting procedures should be directed to Phyllis Cocco at 814-472-1811.

II. CONTRACT TASKS

The Department’s Representative shall notify the Contractor of the services required, including date and time. When so requested, the Contractor shall provide service within ten (10) days and shall complete the service within ten (10) calendar days. This service will include the following:

A. Laborer(s)

B. Necessary equipment to pump and dispose of sludge

The Contractor shall perform the service while the plant maintains treatment operations.

The Contractor will be required to submit to the Department a sludge pumping procedure plan outlining the equipment used and the procedure employed to pump sludge from the polishing lagoon.

III. EQUIPMENT

The Contractor hereby convenants, contracts, and agrees to furnish all necessary labor, tools and equipment, and to perform all the work and labor required herein in an expeditious, substantial, and workmanlike manner in accordance with the bid proposal and all pertinent documents found in the agreement.

Repairs and replacements shall be made by the Contractor at his expense and shall be made with a minimum of time lost.

Time lost due to breakdown or replacement of parts shall not be considered as basis for payment.
The Department reserves the right to reject any item of equipment when, in the opinion of
the Department’s Representative, the item is not in satisfactory operating condition.

IV. INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain at its expense the following types of
insurances, issued by companies acceptable to the Commonwealth.

A. Workmen’s Compensation Insurance sufficient to cover all of the employees of
contractor working to fulfill this contract.

B. Comprehensive General Liability Insurance, including bodily injury and property
damage insurance, to protect the Commonwealth and the contractor from claims
arising out of the performance of the contract. The amount of bodily injury
insurance shall not be less than $500,000 for injury or death of persons per
occurrence. The amount of property damage insurance shall not be less than
$500,000 per occurrence.

C. Automotive Liability Insurance, including bodily injury and property damage
insurance, to protect the Commonwealth and the contractor from claims arising
out of the performance of the contract. The amount of bodily injury insurance
shall not be less than $500,000 for injury or death of persons per occurrence. The
amount of property damage insurance shall not be less than $500,000 per
occurrence.

Such policy shall name the Commonwealth as an additional insured. Prior to the
commencement of work under this contract, the contractor must provide the
Commonwealth with current Certificates of Insurance. These Certificates shall contain a
provision that coverage afforded under the policy shall not be cancelled or changed until
at least thirty (30) days written notice has been given to the Commonwealth.

V. BID AWARD

Bid award is based on a per job basis and includes pumping approximately
500,000 gallons of estimated five (5) percent solids sludge from the polishing lagoon
basin to a predetermined site approximately four (4) miles away.

Note: Solids sludge gallon quantities herein are for information purposes only. Site
visit by Contractor is required prior to bidding on the Contract. Please contact
Tim Shaw at 814-885-8743 or Craig Treese at 814-472-1800 for date and time of site
visit.

VI. CONTRACTOR QUALIFICATIONS

After bid opening and prior to award, the Department reserves the right to request three
(3) references.
VII. CONTRACT TERM

The Contract shall commence July 1, 2016 and terminate October 31, 2016.

IX. CONTRACT REQUIREMENTS

The Contractor shall have a Mine Safety and Health Administration (MSHA) Certification for access onto the predetermined mine site for sludge disposal purposes. A copy of the MSHA Certification must be provided to the Department.

X. PAYMENT TERMS

Payment shall be made on a reimbursement basis for actual services performed. Contractor shall submit invoice within thirty (30) days. The invoice shall be supplemented with a record of how many gallons of sludge were pumped from the site and disposed at the predetermined site.