# HOLLYWOOD SLUDGE REMOVAL - BACKUP SLUDGE LAGOON SPECIFICATIONS

#### I. SCOPE OF WORK

This agreement is for furnishing all necessary labor and equipment to remove sludge from the backup sludge lagoon adjacent to the clarifier at the Hollywood Acid Mine Drainage Treatment Plant, Clearfield County. Two (2) methods of sludge removal shall be acceptable. The first method of sludge removal consists of removing and hauling the sludge an approximate distance of five hundred feet (500') to be stockpiled at the locations indicated on Attachment B – Exhibit 1. The second method consists of pumping and disposing of the sludge into the plant's sludge disposal borehole located approximately three thousand seven hundred feet (3,700') from the backup sludge lagoon as shown on Attachment B – Exhibit 2. Temporary sludge lines to the borehole must follow and stay within the limits of the existing sludge disposal pipeline permanent easement. All work shall be conducted in accordance with the terms of this bid proposal and as directed by the Department's Representative.

Questions regarding the technical aspects of this bid should be directed to Craig Treese, P.E., AMD Division, Operation Section, at 814-472-1845. Questions regarding the bidding or contracting procedures should be directed to Tammy Cree 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 thirty (30) calendar days. This service will include the following:

- A. Laborer(s)
- B. All necessary equipment to remove sludge from the backup sludge lagoon.

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

The Contractor will be required to submit to the Department a sludge removal procedure plan outlining the equipment to be used and the procedure to be employed to remove sludge from the backup sludge lagoon for one of the removal methods stated in the above Scope of Work.

# III. EQUIPMENT

The Contractor hereby covenants, 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 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.

The required insurances shall be of the Contractual Liability type and the named insured shall include the Commonwealth of Pennsylvania. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to the 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 removing approximately 13,800 cubic yards (C.Y.) of sludge from the backup sludge lagoon with one of the two approved methods stated in the Scope of Work.

Contract will be awarded to the lowest responsive and responsible bidder meeting all requirements.

All bids shall be submitted electronically ONLY before closing date and time.

Bid closing date and time: 2:00 p.m. Thursday, May 28, 2020.

Note: Sludge quantities herein are for informational purposes only. Site visit by Contractor is required prior to bidding on the Contract. Please contact Jeff Chiodo at 814-637-5637 or Craig Treese at 814-472-1845 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 QUANTITIES

The Contract quantities herein are estimated only and may increase or decrease depending upon the needs of the Department. Contractor shall be paid at the unit price per job bid for actual work performed.

#### VIII. CONTRACT TERM

The Contract shall commence upon execution and terminate June 30, 2021.

#### IX. 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 cubic yards (C.Y.) of sludge were removed and stockpiled with a record of how many gallons of sludge were pumped from the site and disposed at the predetermined site.