

**Statement of Work  
Sediment Removal  
For Delaware County**

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## **GENERAL PROVISIONS**

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### **1. GOVERNING SPECIFICATIONS**

The purpose of this Invitation for Bid (IFB) is to procure a Contractor to perform sediment removal services in Delaware County for the Pennsylvania Department of Transportation (hereinafter referred to as PennDOT). These services are to be performed along State Route 3001, Kerlin Street and are to be performed in accordance with the most recent version of the following (these documents can be found on the PennDOT website or via an internet search by title):

- PennDOT Publication 213– Temporary Traffic Control Guidelines
- PennDOT Publication 408 - Specifications

Prior to the bid, all questions shall be directed to the Purchasing Agent.

In the event there is a conflict among the documents comprising this Contract, PennDOT and the Contractor have agreed on the following order of precedence: The Contract; the IFB; and the Contractor's Bid in Response to the IFB.

The PennDOT Project Manager for this contract will be the County Maintenance Manager (CMM) or Designee.

### **2. SERVICE REQUIREMENTS**

This work is the furnishing of all material, equipment, personnel, liability insurance, safety equipment and best operational practices necessary for the efficient removal of sediment from the Kerlin Street bridge, as indicated on the Project Site Plan.

The services provided shall be consistent with standard operating procedures and applicable Federal, State, Local laws, rules, and regulations for the protection of public health and the environment, including following OSHA safety requirements.

Contractor shall adhere to all the requirements shown on the projects site plan. The rock construction entrance is already completed.

The locations and limits of sediment removal along with estimated quantities are provided on the project site plan.

### **3. CONTRACT REPRESENTATIVE**

The Contractor shall assign one of its employees to serve as the Contract Representative. The Contractor's Contract Representative will be the Contractor's sole contact person designated to interact

and communicate with the Department on all contract and work-related activities and issues. The assigned Contractor Representative must be proficient in the English language.

The Contractor shall provide the Department with its Contract Representative's contact information including name, title, cell phone number, and email address.

The Contractor's Contract Representative shall have the authority to make all contract-related decisions. The Contractor shall notify the Department immediately, in writing, of any change involving the individual serving in this position.

The Contractor must complete and submit the attached **Contractor Information Form (Attachment 1)** to the PennDOT Purchasing Agent within 3 business days of notice of apparent low bidder status.

#### **4. PRE-BID SITE INSPECTION**

Pre-bid site visits are encouraged and will be arranged upon request. Please contact the Delaware County Maintenance Office to schedule a visit.

A pre-bid site inspection is not mandatory; however, it will be assumed that the bidders have full knowledge of all existing conditions when submitting their bid.

#### **5. PRE-SERVICE MEETING**

A Pre-Service Meeting will be scheduled by the Project Manager or Designee after the purchase order is issued.

The Pre-Service meeting is an incidental item and will not be paid for.

The Contractor will have five (5) calendar days to be ready to start work after the Pre-Service Meeting is held.

#### **6. TERM OF PURCHASE ORDER**

The initial validity period will commence upon issuance of a fully executed Purchase Order and will end one (1) year from the effective date.

#### **7. OPTION TO RENEW**

The Purchase Order may be renewed for one (1) additional one (1) year term(s), so long as PennDOT provides written notice to the Contractor of its intention to extend the purchase order by letter prior to expiration of the term of the agreement, or any extension thereof.

PennDOT may exercise the renewal as an individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 2% during each renewal term. No further document is required to be executed to renew the term of the contract.

PennDOT reserves the right not to execute the renewal option(s).

#### **8. OPTION TO EXTEND**

PennDOT reserves the right to extend any contract and associated purchase orders by up to three (3) months, under the same terms and condition, by providing the Contractor with written notice prior to the expiration of the contract and associated purchaser orders.

#### **9. ESTIMATED QUANTITIES**

All quantities are estimated, and the Department reserves the right to increase or decrease these quantities based upon need.

#### **10. INVOICE AND BILLING INSTRUCTIONS**

A completed **Confirmation of Services Form (Form OS-501) (Attachment 2)** shall be submitted by the Contractor to the Project Manager or Designee for review and verification on a

monthly basis. Both forms shall be itemized, include sufficient detail, and coordinate with the line items on the Purchase Order. The Project Manager or Designee will notify the Contractor if corrections are needed. Untimely or incomplete submissions of Form OS-501 may delay processing of a "proper invoice" as required by the Payment section of the Terms and Conditions.

Invoices shall be submitted by the Contractor monthly. For further instructions regarding invoicing, see the Billing Requirements section of the Terms and Conditions.

PennDOT reserves the right, throughout the life of the contract, to make changes to Form OS-501, including their instructions, content, and all other requirements.

Based upon the successful completion and PennDOT's acceptance of each deliverable in this IFB, terms and Conditions, and Statement of Work, including any negotiated changes prior to Purchase Order execution and any PennDOT approved change requests after Purchase Order execution, the Selected Offeror may request payment for each deliverable (refer to IFB Terms and Conditions).

### **11. PERMITS**

PennDOT is responsible for acquiring any applicable permits for work that requires such permitted.

The Contractor shall comply with all Federal, State, and Local Laws and Permit Requirements.

### **12. WORK REQUIREMENTS**

SCHEDULE: Work may be performed Monday through Friday. Contractor will be given two (2) days' notice of scheduled work. Work on Saturday and Sunday, as necessary, may also be performed with prior approval.

The requirements of the permit require this work to be completed prior to May 15<sup>th</sup>. Contractor must be able to complete this work prior to the date restriction contained in the permit.

### **13. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP)**

PennDOT has implemented a Strategic Environmental Management Program (SEMP) which established a compliance-based Environmental Management System (EMS) designed to ensure PennDOT is able to achieve and maintain regulatory compliance with local, State and Federal environmental. As part of SEM, the Commonwealth of Pennsylvania has established a Green Plan Policy that can be found at:

[www.penndot.gov](http://www.penndot.gov)

Type in 'SEMP' in search field and select the magnifying glass.

Then select 'Pollution Prevention' and review site.

The Green Plan Policy is designed protect the environment, conserve resources, and comply with environmental laws and regulations.

The Contractor shall ensure that its personnel are aware of the Commonwealth of Pennsylvania's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

## **PAY ITEMS**

### **Item 1: Sediment Removal for SR 3001**

**DESCRIPTION:** This work is the furnishing of all material, equipment, personnel, liability insurance, safety equipment and best operational practices necessary for the efficient removal of sediment from the Kerlin Street bridge.

**PERSONNEL:** Contractor shall supply a complement consistent with maintaining efficient operations. Ensure all personnel operating equipment are licensed and insured in accordance with applicable PA Motor Vehicle Codes and the Terms and Conditions of this contract.

**SERVICE:** This work will be in accordance with this statement of work and to complete the removal, including but not limited to labor, equipment, material, tools, excavation, cleaning, and disposal.

**PAY ITEM, UNIT OF MEASURE:** Lump Sum

### **Pre-Determined Amount Items:**

#### **Unforeseen Removal Costs**

**DESCRIPTION:** This work is for the removal of additional sediment or extra work as directed by the Project Manager or Designee.

**SERVICE:** Furnish as required. Upon request, the Contractor shall provide a cost estimate of the required costs for review and approval by the Project Manager or Designee prior to the beginning of work. The Contractor shall not be reimbursed for any removal costs without written approval.

In no way shall this item be used to cover the costs associated with the normal work required under this contract. Examples of types of unforeseen costs that may be approved include, but are not limited to:

- Expanded limits of sediment removal
- Disposal costs not previously identified
- Any work direct by the Project Manager not indicated in the Project Site Plan and BMP's.

**PAY ITEM, UNIT OF MEASURE:** Each

A predetermined amount of money (PDA) is indicated for this item. All required work that is not specified in the contract will be paid under this item.

PDA Total Amount: \$7,500