1574714

Request for Proposal
RFP# GK8-77PIPE
Mine Discharge Conveyance

Gold King Mine
Cement Creek Mining District, Silverton, Colorado

For

United States Environmental Protection Agency Region VIII
Emergency and Rapid Response Services Contract
Task Order # 77

August 25, 2015

Table of Contents

Introduction

1.0 General Scope of Work
1.1 Site Background
1.2 Definition of Terms

2.0 Description of Work
2.1 Performance Specification
2.2 Applicable and Relevant Regulations (ARAR's)

3.0 Project Technical Requirements
3.1 Known Parameters of Mine Discharge
3.2 Technical Proposal Requirements

4.0 Project Schedule

5.0 General Services

6.0 Project Specific Requirements
6.1 Cleanup
6.2 Pricing Format
6.3 Disposal

7.0 Project Terms and Conditions
7.1 General
7.2 Insurance Requirements
7.3 Safety
7.4 Subcontractor Generated Waste
7.5 Personnel
7.6 Work Hours

8.0 Administrative / Project Specific
8.1 Wages
8.2 Reports
8.3 Flow-downs Provisions
8.4 Bonds
8.5 Permits
8.6 Lien Waivers

9.0 Pre-Bid Meeting and Site Visit

Table of Contents (continued)

10.0 Receipt of Proposal

11.0 Award of Subcontract
11.1 Subcontractor List

12.0 Measurement and Payment
12.1 Measurement, Payment and Definitions
12.1.1 - Bid Item 1.0 Mobilization
12.1.2 - Bid Item 2.0 Install Pipeline from "Laydown Area" to Gold King Portal
12.1.3 - Bid Item 3.0 Install a parallel line of equal capacity and quality to item 2.0.
12.1.4 - Bid Item 4.0 Install Pipeline from "Laydown Area" to Red and Bonita
12.1.5 - Bid Item 5.0 Install a parallel line of equal capacity and quality to item 4.0
12.1.6 - Bid Item 6.0 Install Pipeline from "Laydown Area" to Gladstone
12.1.7 - Bid Item 7.0 Install a parallel line of equal capacity and quality to item 6.0
12.1.8 - Bid Item 8.0 Demobilization
12.1.9 - Bid Item 9.0 Bonds

13.0 Final Inspection

Attachments

Attachment A	Gold King Interim Water Treatment Plant Proposal Acknowledgment
Attachment B	Schedule of Pricing
Attachment C	Subcontractor Identification Listing
Attachment D	ER Subcontractor Agreement and Vendor Package
Attachment E	ER Bond Format
Attachment F	Wage Determinations (DBA & SCA)

1. 0 General Scope of Work

The U.S. Environmental Protection Agency (EPA) has tasked Environmental Remediation, LLC (ER) under ERRS Region 8 Contract Number EPS81302, to procure construction of a HDPE pipeline to convey water discharged from the Gold King Mine – 7 Level adit in San Juan County near Silverton, Colorado to the ponds at Red and Bonita and the future site of a water treatment plant in Gladstone, CO.

The successful bidder / subcontractor shall mobilize all labor, material, equipment, and supplies necessary to perform as directed by ER/EPA. This is an emergency response action and the bidders schedule to mobilize, install, and begin operations will be an award criteria.

ER shall award a performance subcontract as a result of this solicitation. The successful bidder will be selected based upon best value encompassing a technical feasibility, demonstrated experience with similar projects of scope and size, schedule, and cost.

1.1 Site Background

The Upper Gold King Mine – 7 Level portal is located at elevation 11,450 feet on the north side of the North Fork Cement Creek, approximately eight miles north of Silverton, Colorado. During an investigation phase the material holding back the mine pool failed and released an estimated 3 million gallons of water. The mine is currently discharging approximately 550gpm of water at a pH between 3 to 3.5.

1.2 Definition of Terms

- **ARARS** - Applicable or Relevant and Appropriate Regulations
- **Bidding Documents** – The Request for Proposal, Instructions to Bidders, the Bid Forms, proposed subcontract forms
- **Bonds** – Performance and Payment Bonds
- **Contractor** – Environmental Restoration LLC (ER)
- **EPA OSC** – U.S. Environmental Protection Agency, On-Scene Coordinator
- **Generator** - U.S. Environmental Protection Agency, Region VIII (EPA)
- **Liquated Damages** – Damages of compensation for breach of schedule
- **Response Manager** – Environmental Restoration LLC's Site Specific Project Manager (RM)
- **Subcontractor** - The successful bidder which will perform all work on site
- **Work** - The term Work includes all engineering, labor, materials, equipment, services, and incidentals necessary to successfully complete the specifications described in this Request for Proposal and in the ERRS Region VIII Subcontract Agreement

2.0 Description of Work

The work as bid is a performance specification provided to selected bidders.

2.1 The performance specification includes:

- Providing system design as part of the bid along with project schedule and other defined elements including construction price. The system must be fully operational within 14 days of contract award.
- The successful bidder will be tasked with mobilizing needed equipment, materials, supplies and labor force as required to install, troubleshoot and demonstrate system is fully operational as per their provided schedule.
- The system will be constructed using standard work practices fully compliant with all local, state, and federal laws.

- The bidder shall be responsible for identifying and procuring all power and specialty equipment needed. ER will supply heavy equipment such as excavators, front end loaders (including forks) and dozers as identified in proposal. The machines will come with an ER operator.
- All workers shall be OSHA compliant to work on hazardous waste sites
- Following construction all construction equipment and debris will be removed
- Liquidated Damages of $1,000.00 per day will be assessed against the successful contractor's ability to meet the milestones established within their schedule, as submitted during the bid process.

The construction location will be between Gladstone, Colorado and the Gold King and Red & Bonita Mines. The terrain is mountainous, rocky and steep. Requirements and proposed access to power, location dimensions and truck access need to be clearly identified in proposals..

The Scope of Work for the project includes; providing payment and performance bonds, liquidated damages, participation in site meetings as needed, obtaining all required licenses and permits (local, state, federal, other), mobilization, line and valve installation, technical oversight of heavy equipment operation performed by ER, and demobilization.

During work activities, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site.

2.2 ARARs

Personnel on site will follow all pertaining ARARs in reference in performing work on this site.

3.0 Project Technical Requirements

EPA has directed ER to procure installation of an HDPE pipeline to convey mine discharge from the Gold King Mine Site in Colorado. The objective of the pipeline is to convey the discharge to both the ponds at red and Bonita and a future water treatment plant in Gladstone. The system should have a wye at the bottom of the slope directly beneath Gold King with valves allowing for choice of sending the water to either Red and Bonita or Gladstone. The system must be mobilized and operational within 21 days of award. The system must be able to be operated all year at elevations between 11,400' and 10,500'. Extreme cold and heavy snow are to be expected and planned for. The system must be self-contained as there are no amenities on site. Due to the immediate need for mobilization of the system, redundancy and the ability to address operational contingencies without delay is critical. Another type of conveyance technology may be proposed if the vendor believes it is superior to the above technology. Vendor must provide past full scale experience with similar site characteristics on a minimum of three past projects along with references and contact information. Bidder should be familiar with FAR 52.229 – Buy American Act in securing materials for the project.

Bidder **shall identify type of pipe** proposed and any support required by ER personnel and equipment.

It is possible EPA will choose to design redundancy into the system by installing a separate parallel line of equal size and quality.

3.1 Known Parameters of Mine discharge:

- Flow rates of approximately 550 gallons per minute (gpm) +/- with possible surges to 1000 gpm
- pH near 3
- At times heavy suspended and dissolved solids

- Very cold winter temperatures, currently (August 2015) in the 40-70 Fahrenheit range with winter temps possible below -20F.

3.2 Technical Proposal Requirements

Bidders should submit a proposal that includes a presentation of similar projects of 3 minimum of similar scope and size. Projects identified at a minimum shall include:

- Description of project, type of contract, client and contact information for client reference with knowledge of firm's role and verification of information provided.
- Role of firm (primary contractor, team member or subcontractor).
- The work self-performed by the firm (dollar value, field man hours, percentage of work).
- The projects current percentage complete, billings to date and performance time period.
- Accident record for the project as a whole for work self-performed.
- Indicate whether DBA applied.

Bidder shall identify any lost time accidents the Bidder has had within the past year. If so, how was the accident investigated and how were corrective actions implemented. Identify any stop-work notices for health and safety. Bidder should identify their current EMR rating.

4.0 Project Schedule

Bidders shall provide a schedule of written narrative sequencing tasks with dates beginning with Notice to Proceed through to completion, which will be used to track progress. Also state assumptions that went into the schedule; work hours/ days, holiday, rain-days, etc.

Schedule delays resulting from construction of designed structures or verification by others that design specification were not met are the responsibility of the Subcontractor and shall not constitute changed conditions, reimbursement of any type, or release from liquidated damages. Any downtime resulting from construction of designed structures and verification by others that specifications were not met should be reflected in the project schedule.

The subcontractor shall begin mobilization as defined within their proposed schedule once a Notice to Proceed is issued by ER to the awardee.

5.0 General Services

ER, under the U.S.EPA Region VIII ERRS Contract will serve as Prime Contractor for all site remediation activity. The bidder will be operating as a Subcontractor to ER. Other government contractor's onsite may include Weston Services, as U.S.EPA Region 8's START Contractor and/or others as deemed warranted by USEPA.
For the remainder of this section "Subcontractor" means winning bidder of this RFP.

Daily progress meetings will be held on site to discuss the following topics:

- Current project status and schedule;
- Impacts to schedule;
- The agreed program of future work, including the subcontractor's proposed action to complete the work on time; and
- Actions to be taken to remedy delays.
- Weekly written reports (via email will be required to be submitted to the RM).

6.0 Project Specific Requirements

6.1 Cleanup. The subcontractor shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site. Additionally, the subcontractor shall remove from the vicinity all unused materials, and the like, belonging to the subcontractor or used under the subcontractor's direction during construction.

6.2 Pricing Format. Pricing will be based on Attachment B Schedule of Pricing.

6.3 Disposal. ER shall be responsible for disposal of any and all "contaminated waste streams" generated by the Gold King IWTP.

7.0 Project Terms and Conditions

7.1. General. The Subcontractor shall provide all engineering, analytical, labor, materials, and equipment necessary for the scope of work provided above per the following specification attachments and references. No other work shall be performed unless written direction is provided by the authorized ER representative in the form of a Change Order.

The Subcontractor shall research and meet all requirements of the State of Colorado as to design and constructions laws, and fully investigate and comply with the need / potential need for a Professional Engineer's review and stamp for project plans. This review shall be fully represented in your submitted schedule and costs.

All FAR Flow-Down Clauses as related to ER"s Prime Contract Apply to the Subcontract. It is Subcontractors responsibility to understand and comply with all such language.

7.2 Insurance Requirements

SUBCONTRACTOR agrees to provide and maintain at its own expense, insurance covering the Work and all liabilities assumed under the Agreement and to furnish certificates of insurance from its insurance carrier, showing that SUBCONTRACTOR carries insurance in the following minimum limits:

(a) Required insurance for all scopes of work:

(i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability insurance in the amount of $1,000,000.

(ii) Commercial General Liability insurance in the amount of $1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.

(iii) Automobile Public Liability in the amount of $1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.

(iv) Excess (Umbrella) Liability coverage following form for (i), (ii), and (iii) above, with a combined single limit for bodily injury and property damage of not less than $5,000,000.

(b) Required insurance for specialized scope(s) of Work:

(i) Should any of the Work involve inspection, handling or removal of **asbestos, lead and or mold,** SUBCONTRACTOR shall also carry **Asbestos, Lead and/or Mold Liability Insurance** in an amount not less than $2,000,000 per occurrence/annual aggregate. The policy should be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name ER and ER's Client specified in the Purchase Order and their subsidiaries and affiliates as Additional Insureds. The Certificates of Insurance must provide clear evidence that SUBCONTRACTOR's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in this clause. Upon request, subcontractors must also provide a certified copy of their insurance policy which provides specific coverage(s) for working with asbestos, lead and/or mold.

(ii) Should any of the Work involve **transporting hazardous substances**, SUBCONTRACTOR shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than $2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90.

(iii) Should any of the Work involve **treatment, storage or disposal of hazardous wastes**, SUBCONTRACTOR shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than $5,000,000 per occurrence/annual aggregate.

(iv) Should any of the Work involve **investigation, removal or remedial** action concerning the actual or threatened escape of hazardous substances, SUBCONTRACTOR shall also carry Contractors Pollution Liability Insurance in an amount not less than $2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this Agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ER and ER's Client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.

(v) Should any of the Work involve **professional services**, SUBCONTRACTOR shall also carry Professional Liability Insurance in an amount not less than $2,000,000 per claim/annual aggregate. Such insurance shall be written on a claims made basis with no sunset clause and provide coverage for SUBCONTRACTOR's acts, errors and omissions arising from the Work performed under this Agreement. Coverage must be maintained for a minimum of three (3) years following completion of the Work.

All such policies shall be in form and with insurance carriers acceptable to ER. SUBCONTRACTOR will cause ER and ER's Client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ER and ER's Client. SUBCONTRACTOR must provide ER with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ER's approval of insurance.

These insurance requirements are per each subcontractor utilized under this statement of work and the responsibility of the awardee to obtain from each subcontractor utilized by the awardee. Awardee shall submit to ER on behalf of any second tier subcontractor utilized.

7.3 Safety. The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations. The Subcontractor shall ensure that all

its employees perform the work in a safe manner by conforming to the Subcontractors and ER's Health & Safety Plan.

The Subcontractor will be liable for any and all damages it causes to the premises and /or property including the costs due the any disruption of business operations to nearby facilities.

The Subcontractor shall obtain all permits, licenses, and other forms of documentation required for compliance with such laws and regulations.

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations including the requirements in OSHA and OSHA. The Subcontractor shall ensure that its employees perform the work in a safe manner. The Subcontractor shall also supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

The Subcontractor shall adhere to the ER health and safety plan as well as provided site specific health and safety plan. The Site Health and Safety of all personnel is the number one priority for this and all ER projects and worksites. All other ER Health and safety rules shall be followed.

The Subcontractor's Health and Safety Plan must also incorporate all aspects of safety as it applies to providing a safe environment for traffic, residents, pedestrians, and the general local population.

7.4 Subcontractor Generated Waste. All efforts shall be made by the Subcontractor to minimize non-process waste generated during operations. Any unnecessary wastes generated and disposal expenses including associated costs will be the responsibility of the Subcontractor. The Subcontractor shall supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

Any chemicals brought to the site by the Subcontractor must be accompanied by an SDS. The Subcontractor shall be responsible for storage, and spill containment of any chemicals brought to the site.

In addition to any reporting requirements imposed by law, the Subcontractor shall report to the Response Manager all spills and personnel exposures involving any waste from this site. Such reports for these incidents shall first be reported by telephone or personal contact immediately, or in no event longer than 24 hours following discovery of the incident and followed up in writing no later than seven days after the initial report.

7.5 Personnel. The Subcontractors work and tasks shall be given the constant attention and diligence necessary to facilitate the successful progress thereof, and shall cooperate with the ER's RM and the EPA's representative in every way necessary to the successful completion of the project.

The Subcontractor shall have at the job site at all times as his agent a competent superintendent thoroughly experienced with the scope of work involved, and capable of executing directions of ER without delay, and to promptly supply such materials, equipment, tools, labor and other incidentals as may be required. The Superintendent shall be an agent of the Subcontractor and shall be authorized by the Subcontractor to propose and execute change orders.

The Subcontractor will only provide qualified workers who have the necessary training and experience as required by the site specific Health and Safety Plan. If a Subcontractor employee does not abide by the specific project requirements, they shall be immediately discharged from the site and not allowed to return unless authorized by ER. Replacement cost from anyone discharged from the site shall not be a cost to ER.

7.6 Work Hours. Bidders will be expected to define work days within their narrative of schedule. Typical hours during installation will be 0700-1730. Additional hours will be at the discretion of the ER RM.

8.0 Administrative / Project Specific

The following conditions apply in addition to the work agreement.

8.1 Wages. All work activities performed at the site shall be considered Davis Bacon Act work (see attached DBA Wage Determination), unless described as Service Contract Act work by ER. This includes all sub-tiers. Final definition of SCA / DBA work elements will be defined at the site walk or through later email correspondence. Certified payrolls are required to be submitted weekly.

8. 2 Reports. Daily and Weekly Work Reports; The Subcontractor will be required to maintain and submit a daily activity log which, at a minimum briefly describes the work performed each day, a list of labor and equipment used, and any problems encountered. Final format of the Daily plan will be based on winning bidders example (as required as part of the technical submittal).

8.3 Flow-down Provisions. The attachments to the RFP contain ER's general conditions and government-required Flow-down clauses that are applicable to all Subcontractors including sub-tiers. Please review this document carefully and return them signed with your bid. Failure to complete all Attachments of the RFP may cause the proposal to be considered non-responsive.

8.4 Bonds. The Subcontractor shall provide Treasury Listed performance and payment bonds with ER as listed shall be received within 5 days of NTP.

- 100 % performance and payment bonds of the total bid amount

8. 5 Permits. Subcontractor warrants that is has in effect and will maintain all permits, licenses, governmental authorizations and approvals required for the scope of work.

8. 6 Lien Waivers. Subcontractor shall submit executed lien waivers for any and all vendors along with invoices for payment. Payment will not be made until lien waivers are received.

9.0 Pre-Bid Meeting and Site Showing

Due to the emergency nature of this procurement, an official pre bid site visit is not practical. Bidders who wish to visit the site are encouraged to make their own arrangements by contacting Matt Francis at 303 994 6611.

10.0 Receipt of Proposal

Bids are due **August 28, 2015 at 3:00 PM MST**. Pricing shall be submitted on the attached Schedule of Pricing form attached to this RFP. Fax or e-mail bids shall be accepted with the original to follow via regular mail. Pricing is required to be effective the duration of the contract.

A late proposal or modification of proposal may be grounds for elimination as a viable bid. Alternate proposals may be submitted but schedule may dictate little or no review of alternates.

Please be advised it is the subcontractors' responsibility to ensure that questions, if any, and bids are received by ER. ER assumes no responsibility for lost, miss-communicated, and/or miss-mailed bid documents.

Submit Proposals to: Environmental Remediation LLC [redacted]

1666 Fabick Drive
St. Louis, MO 63026
[redacted]

[redacted]

The proposal submitted shall be in sufficient detail to adequately describe the needed information but the content shall be limited to less than 50 pages including all, text, tables, drawings and references, excluding specific plans defined and required as part of the proposal. Technical proposals may, at the submitter option, include calculations; equipment cut sheets, and other information that will support a given technical approach.

11.0 Award of Subcontract

Bidders should note this is an EPA time-critical removal project and that bidder's inability to provide an aggressive, but realistic, schedule and demonstrated ability to provide all required resources on schedule, will be considered during the evaluation process. Be advised this RFP does not guarantee the work will be performed, and makes no guarantee on quantities. The actual quantities may be greater than or less than the quantity specified in the Scope of Work.

ER reserves the right, without qualification, to accept or reject any and all quotations, to award a subcontract as a result of this RFP, and to request additional clarifying information through written information on addenda's. All quotations should be submitted with the most favorable pricing. ER intends on awarding a "Best Value" subcontract based on a combination of technical proposal, past performance, references, schedule, and price.

ER and the USEPA reserve the right to ask for additional details and clarify technical proposals. Under no circumstance is ER's award of a contract to be construed as 'approval' of a technology or approach by either ER or the USEPA. Meeting the performance specification defined within this RFP remains the sole responsibility of the successful bidder.

Any exceptions to the RFP may cause the proposal to be rejected. Please ask all questions prior to submission of proposals and allow ample time for response. Due to project time constraints ER does not envision extending the proposed "due date" for proposals.

By submitting a Proposal the Bidder agrees/consents that ER in determining the successful bidder and their eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, technical proposal, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

This procurement can be delayed, cancelled or terminated for any reason. All bids may be rejected.

11.1 Subcontractor List

Each bidder shall list in the form provided in Attachment C, (1) the name and address of each Subcontractor proposed to perform any portion of the work described under this Request for Proposal if the total amount of the work exceeds 10% of the total Contract amount, and (2) the portion of the work to be performed by each Subcontractor.

12.0 Measurement and Payment

All items contained in the contract are herein defined and the manner and the method of measurement of any payment are described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, materials and all other costs associated with the completion of the performance work and to be all inclusive of the complete scope of work. The costs shall include all incidentals such as engineering

work, administrative work, mobilization, demobilization and miscellaneous costs.

Payment requests will be submitted and approved by the ER Response Manager based on the actual percentage of work performed in relation to performance and scheduled milestones. **Payments terms are 60 days after receipt and acceptance of a valid invoice.**

12.1 Measurement, Payment and Definitions

All items contained in the contract are herein defined and the manner and the method of measurement any payment is described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, and materials in the project. Any work required for the successful completion of the work which is not itemized shall be considered incidental to the bid items.

Unbalanced bids, as determined through distribution of costs in historic costs using the same technology will either be returned for clarification or removed from consideration.

12.1.1 - Bid Item 1.0 Mobilization

Upon receipt of the Notice to Proceed, the Subcontractor shall furnish, mobilize and stage all equipment and materials necessary for constructing the pipeline.

Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for mobilization.

12.1.2 - Bid Item 2.0 Install pipeline from "Laydown Area" to Gold King Portal

This task will be paid as per linear foot when the pipeline has been installed up the hill from Gold Kling to the laydown area just S of Red and Bonita. This task includes installation of a minimum of three valves (one at top, and one each going from the wye to Red and Bonita and Gladstone. This task also includes design and provision of the sump or other means of capturing water exiting Gold King and a system for controlling flow into the pipe line or to the current drainage.

12.1.3 - Bid Item 3.0 Redundant line to item 2.0

Cost including all materials, labor and equipment for installing a parallel line of equal capacity and quality to item 2.0.

12.1.4 - Bid Item 4.0 Install pipeline from "Laydown Area" to Red and Bonita

This task will be paid as per linear foot when the pipeline has been installed from the laydown area to Red and Bonita.

12.1.5 - Bid Item 5.0 Redundant line to 4.0

Cost including all materials, labor and equipment for installing a parallel line of equal capacity and quality to item 4.0

12.1.6 - Bid Item 6.0 Install Pipeline from "Laydown Area" to Gladstone

This task will be paid as per linear foot when the pipeline has been installed from the laydown area to Gladstone.

12.1.7 - Bid Item 7.0 Redundant line to 6.0

Cost including all materials, labor and equipment for installing a parallel line of equal capacity and quality to item 6.0.

12.1.8 - Bid Item 8.0 Demobilization

Lump sum cost for removing all equipment, personnel and trash and unused materials.

12.1.9 - Bid Item 9.0 Bond Cost

The mandatory 100% Performance and Payment Bond price will be provided as a lump sum item and to be issued to ER within 5 business days of award. Additionally if for any reason the price were to increase additional bond coverage will be required.

13.0 Final Inspection

Before final acceptance, all ground occupied by the Subcontractor shall be cleaned of all rubbish, excess materials, temporary structures, equipment, and all parts of the work site shall be left in a neat and presentable condition. This work shall be done to the satisfaction of the ER Response Manager. A final inspection of the work site shall be done by the ER Response Manager and the Subcontractor for final acceptance of the work.

A final punch list shall be made by ER and the Subcontractor during the final inspection which will detail to fully outline to the Subcontractor:

- Work to be completed, if any;
- Work not in compliance with the drawings or specifications, if any;
- Unsatisfactory work for any reason, if any.

Any deficiencies found during this final inspection shall be identified in writing from the ER Response Manager, and corrected immediately by the Subcontractor.

Final payment to the Subcontractor shall be made in accordance with the ER work Agreement and receipt of lien waivers.

Attachment A
GOLD KING MINE DISCHARGE CONVEYANCE
AND
PROPOSAL ACKNOWLEDGMENT

To:	Environmental Remediation LLC	**From:**	
	1666 Fabick Dr.		*(company name)*
	St. Louis, MO 63026		*(street address, city, state and zip)*
			(telephone number)

Site Name:	Gold King Mine Release GK8-77
Location:	Silverton , Colorado

The Subcontractor proposes to provide all equipment, labor, materials, and equipment necessary for the scope of work provided above and per Request for Proposal **GK8-77PIPE** and all attached drawings and specifications relative to the terms and conditions provided for the consideration of the bid prices provided herein on the pricing schedule.

The Subcontractor agrees they have examined the RFP and the extent of the scope of work, have examined the provided drawings, specifications, attachments, and examined and understands all existing local conditions relative to site access, city codes and permits, hazards, labor, and any other conditions affecting, or which may be effected by, the scope of work.

_____ _____
(Signature) *(Date)*

Attachment B

SCHEDULE OF PRICING				
RFP# GK8-77PIPE				**Gold King Mine**
ITEM	**DESCRIPTION**	**EST. VOLUME**	**$ PER UNIT**	**TOTAL**
1.0	Mobilization	Lump Sum	$	$
2.0	Install line from Gold King to "Laydown Area"	2100lf	$	$
3.0	Redundant line to 2.0	2100lf	$	$
4.0	Install line from Laydown Area" to Red and Bonita	600lf	$	$
5.0	Redundant line to 4.0	600lf	$	$
6.0	Install line from "Laydown Area" to Gladstone	2750lf	$	$
7.0	Redundant line to 6.0	2750lf	$	$
8.0	Demobilization	Lump Sum	$	$
9.0	Bond Costs	Lump Sum	$	$
10.0	Total Cost (Items 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10)			$

Note: All charges, including up to five required onsite meetings for both superintendent and senior engineer, anticipated to be part of completion of the scope of work, should be included in the above bid. These charges include such items as all applicable taxes, license fees, handling fees, etc.

Unbalanced bids, as determined through comparing bids to distribution of historic costs using the same technology, will either be returned for clarification or removed from consideration, at the sole discretion of ER.

Company Name:	Date:
Project / Technical Contact:	Phone:
EPA ID #:	

Please refer to RFP# ***GK8-77PIPE*** *regarding correspondence to your quotation. Any questions please contact the representatives below. Bid Due date defined within RFP.*

Submit Proposals to: Environmental Restoration LLC
1666 Fabick Drive
St. Louis, MO 63026

[redacted]

Attention: [redacted]

Attachment C
SUBCONTRACTOR IDENTIFICATION LISTING

IDENTIFICATION OF SUBCONTRACTORS

	Name of Subcontractor	*Intended Service*	*Percentage*	*Dollar Value*
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Attachment D
ER SUBCONTRACT AGREEMENT AND VENDOR PACKAGE

Attachment E
ER BOND FORMAT

ATTACHMENT F
WAGE DETERMINATIONS