



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8  
Request for Proposal GK8-77  
Interim Water Treatment System  
Due Date August 26, 2015**



1574715

**Request for Proposal  
RFP# GK8-77WTP  
Interim Water Treatment Plant**

**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 21, 2015**



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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 Current Onsite Treatment
  - 3.3 General Objectives of Mobile Treatment System
  - 3.4 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 System Installation / Shakedown /  
Demonstration of Automated Operation

12.1.3 - Bid Item 3.0 Weekly Operations and Maintenance Costs

12.1.4 - Bid Item 4.0 Demobilization Cost

12.1.5 - Bid Item 5.0 Bond Cost

**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)
Attachment G	Mine Discharge Data



## 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 and manage the installation, operation and maintenance of an interim water treatment plant (IWTP) designed to manage water discharged from the Gold King Mine – 7 Level adit in San Juan County near Silverton, Colorado.

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 evaluation of the proposal performed by EPA, presented demonstrated experience with similar projects of scope and size, schedule, operational and maintenance requirements, 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 500gpm of water (recent analysis included as Attachment E) that requires treatment to raise pH and remove dissolved metals and suspended solids.

### 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 and O&M price. The system must be fully operational within 21 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 utilities need by their proposed design
- All workers shall be OSHA compliant to work on hazardous waste sites
- Once system is completed demonstrated functional, as judged by meeting the performance specifications and acceptability to the ER and USEPA, the winning bidder will provide Operations and Maintenance Manual that provides clearly written operations and maintenance procedures, schedules and a source for all required materials
- Included within their bid, the bidder shall include O&M of the facility in a fixed weekly cost. This price will be compared to O&M as provided by ER. There is no guarantee that the bidder will provide O&M services. A bidder's inability to provide O&M will not be reason to disqualify their bid, All bidders shall anticipate, and include in their pricing, a representative maintaining a presence onsite to supervise O&M, regardless of who is performing O&M, for 4 weeks.
- Following construction all construction equipment and debris will be removed
- Liquidated Damages of \$5,000.00 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 in Gladstone, Colorado. ER will grade the location and develop access for 18-wheel trucks. Requirements and proposed access to power, location dimensions and truck access need to be clearly identified in proposals. Mine water will be conveyed to the treatment plant in a 6" HDPE feed line. There will be a secondary backup feed line, so the facility will need to be plumbed, and valved, allowing access to both. ER will be responsible for getting the water to the IWTPs inlet at a pressure (psi) specified by the bidder.

ER will manage all wastes generated during operation of the IWTP including provision and removal of waste containers. Bidders should identify the expected solids generation within their proposal.

The Scope of Work for the project includes; providing a Health & Safety Plan for installation and operation, payment and performance bonds, liquidated damages, participation in site meetings as needed, obtaining all required licenses and permits (local, state, federal, other), mobilization, structural installation, technical oversight, weekly reporting, structural operations and demobilization. If it is the bidder's intention to turn over operations to ER, contractor personnel must remain on site for up to four weeks, or until the ER provided operators are fully trained, the IWTP is fully operational and functioning satisfactorily. Additionally, 24/7 phone support is required.

If waste material (mentioned above) is to be shipped off site ER will provide this task in compliance with EPA's CERCLA off-site rule and all existing laws and regulations of the United States, State, County, Township or other Governmental agency, where applicable. All offsite disposal including manifesting, documentation, and final disposition shall be performed by the ER Response Manager and signed and approved by the EPA OSC prior to removal and transportation for disposal.

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 an interim water treatment plant for the treatment of mine discharge for an emergency response action at the Gold King Mine Site in Colorado. The system will be located in Gladstone, Colorado. The objective of the treatment system is to provide for neutralization of the discharge; high percentage removal of the solids and metals through flocculation and coagulation; elimination of any color within the discharge; and containerization of manageable solids for offsite disposal. Maintaining neutral effluent pH is critical. The system must be mobilized and operational within 21 days of award. The system must be able to be operated all year at an elevation of approximately 10,500'. The location is on a county road that is maintained. 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 treatment 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.

#### 3.1 Known Parameters of Mine discharge:

- Flow rates of approximately 600 gallons per minute (gpm) +/- with possible surges to 1200 gpm
- Influent pH near 3
- At times heavy suspended and dissolved solids
- Yellow to gold color at certain events
- Metals associated with mine leachate
- Very cold winter temperatures, currently (August 2015) in the 40-70 Fahrenheit range with winter temps possible below -20F.

#### 3.2 Current Onsite Treatment (to be suspended once IWTP operational):

- Addition of 25% sodium hydroxide
- Addition of lime
- Addition of (Brennfloc polymer)
- 5 small settling ponds before discharge

#### 3.3 General Objectives of Mobile Treatment System

##### Desired Effluent

Neutral pH effluent

- Remove dissolved and total solids
- Remove metals
- Eliminate any color
- Obtain high percent reduction of constituents (metals) within leachate
- Operate without upsets, direct discharge is in Cement Creek which drains to the Animas River
- Other Operating conditions
  - Treat flows rates that vary from 600 gpm to 900gpm. Current baseline is approximately 600gpm. It is also possible the flow could drop to as low as 200.
  - Operate at all temperature extremes
  - System must be self-contained including but not limited to power, water, fuel and treatment additives
  - As this is a time critical emergency response all necessary data and engineering specifications are not available. This request for proposal is based upon the understanding



that questions and comments will be an ongoing conversation between the Contractor and the vendor.

### 3.4 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 personnel to be assigned to this work, list of key personnel and their appropriate training credentials, identify personnel to be primary or subcontracted and with which firm, additionally identify any support required by ER personnel and equipment.

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.

Bidder shall clearly define approach and methodology to meet expectations and requirements of the project. Additionally the following shall be addressed:

- Define how subcontractor is capable of achieving the general objectives
- Identify what type of system is being recommended
  - Provide System Flow Diagram
  - Provide Schematic of System detailing holding and treatment tank sizes, additive stations and mechanics, pipe sizes, proposed max and min flow rates, pump sizes, etc.
  - Provide Winterization or Enclosure Diagrams
- Project Schedule defining the following Milestones:
  - Project Award
  - Mobilization of All materials and equipment by component
  - Construction Complete
  - Shakedown of System with
  - Demonstration of Meeting Discharge Specifications
  - System Complete
- Identify what type of redundancy will be built in and what contingencies is the subcontractor prepared to handle
- Identify what system is in place for anticipated flow rates
- Define if system currently available or would need to be built
- Identify timeframe to mobilize and be fully operational
- Identify size of footprint required for system
- Identify treatment chemicals to be utilized (SDS required)
- Identify analytical requirements held to on previous projects. Provide pre and post treatment data on similar sites.
- Identify how and where pH will be monitored
- What percent reduction of constituents within the influent can be achieved
- Identify personnel intent. Will personnel be mobilized in or hired locally and trained.



- Identify if subcontractor would prefer ER manage daily operations after training by subcontractor personnel
- Identify if personnel are available 24/7 for consultation and process for access
- Identify if the system will be self-contained
- Identify support expected from ER
- Identify power required for system require
- Identify how system will be maintained through the winter months
- Identify if a building will be required to operate system during winter conditions
- Identify how system upsets will be handled
- Identify how sludge will be handled, dewatering, solidification, etc.
- Identify how sludge will be disposed of
- Identify what laboratory services will be provided to demonstrate compliance
- Identify type of container to be utilized for the collection of solids and how often it will be required to be replaced Note: ER will provide and remove/replace containers provided they are a standard item.
- Identify any teaming partners and subcontractors by role and responsibility. Please provide proof of agreements.
- Identify plan for Environmentally Friendly Practices/Sustainability such as:
  - Employing vehicles with cleaner fuels (e.g., ultra-low-sulfur diesel and/or fuel-grade biodiesel);
  - Utilizing inflow for power generation;
  - Employing vehicles which meet the most stringent EPA Tier non-road emission standards;
  - Performing routine inspections and preventive maintenance;
  - Using environmentally friendly lubricants if feasible;
  - No-idle practices;
  - Minimize distance traveled;
  - Enhanced project planning and coordination to minimize field mobilizations;
  - Where practicable, incorporate renewable or alternative sources of energy or equipment targeting overall reduction in energy;
  - Maximize use of local vendors; Purchasing renewable energy supply through local utility programs;
  - Using environmentally preferable products (e.g., compact fluorescent lights or LEDs, recycled products, environmentally friendly electronics, etc.); and
  - Electronic transmission of documents when feasible

#### **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. The IWTP will be expected to run 24/7 after installation.

## **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 it 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 26, 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  
1666 Fabick Drive  
St. Louis, MO 63026



The technical proposal submitted shall be in sufficient detail to adequately describe the needed information but the content shall be limited to approximately 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 IWTP. The subcontractor shall provide a Health and Safety Plan prior to beginning site work including any construction activities, and a Contingency plan including a Spill Prevention, Control and Countermeasures Plan, Pollution Prevention Plan prior to placing chemicals on the site.

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 System Installation / Shakedown / Demonstration of Automated Operation**

The subcontractor shall install all equipment, connect to the influent supply lines and establish operations. This task will be paid as a lump sum when all troubleshooting is complete, the system is running as designed and effluent meets acceptable conditions in accordance with the bidder's proposal as verified by EPA, and



the system and construction site passes final inspection. Weekly charges will begin AFTER the conditions of this bid item have been met.

Included within this line item are all costs all costs as defined within this RFP other than those not included in another line item.

**12.1.3 - Bid Item 3.0 Weekly Operations and Maintenance Costs**

Cost including all materials, labor and equipment for weekly operation of the IWTP 24/7 through all seasons. Costs should not include waste containers or disposal. Subcontractor should invoice this item no less than monthly. Bi-weekly invoices are preferred.

**12.1.4 - Bid Item 4.0 Demobilization Cost**

Cost including all materials, labor and equipment for demobilization in its entirety from the site.

**12.1.5 - Bid Item 5.0 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 INTERIM WATER TREATMENT SYSTEM**  
**AND**  
**PROPOSAL ACKNOWLEDGMENT**

<b>To:</b>	Environmental Remediation LLC	<b>From:</b>	
	1666 Fabick Dr.		(company name)
	St. Louis, MO 63026		(street address, city, state and zip)
			(telephone number)
<b>Site Name:</b>	Gold King Mine Release GK8-77		
<b>Location:</b>	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 G8-8-77-001 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# GK8-77-001		Gold King		
ITEM	DESCRIPTION	EST. VOLUME	\$ PER UNIT	TOTAL
1.0	Mobilization	Lump Sum	\$	\$
2.0	System Installation / Demonstration of Automated Operation	Lump Sum	\$	\$
3.0	Weekly Operations and Maintenance	Lump Sum	\$	\$
4.0	Demobilization	Lump Sum	\$	\$
5.0	Bond Costs	Lump Sum	\$	\$
6.0	Total Cost (Items 1, 2 & 4)			\$

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# GK8-77-001 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



Attention:



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal GK8-77***  
***Interim Water Treatment System***  
***Due Date August 26, 2015***

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**Attachment C**  
**SUBCONTRACTOR IDENTIFICATION LISTING**



**IDENTIFICATION OF SUBCONTRACTORS**

	<i>Name of Subcontractor</i>	<i>Intended Service</i>	<i>Percentage</i>	<i>Dollar Value</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal GK8-77***  
***Interim Water Treatment System***  
***Due Date August 26, 2015***

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**Attachment D**  
**ER SUBCONTRACT AGREEMENT AND**  
**VENDOR PACKAGE**



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal GK8-77***  
***Interim Water Treatment System***  
***Due Date August 26, 2015***

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**Attachment E**  
**ER BOND FORMAT**



**ATTACHMENT F**  
**WAGE DETERMINATIONS**



**Attachment G**  
**CURRENT MINE DISCHARGE DATA**

Gold King Mine Discharge Water Chemistry – Dissolved Metals			
	8/10/2015	8/13/2015	8/15/2015
Aluminum (ug/L)	35,000	36,000	34,000
Antimony (ug/L)	0.5 J	10	3.7
Arsenic (ug/L)	3.7	140	44
Barium (ug/L)	8.9	12	8.6
Beryllium (ug/L)	11	11	11
Cadmium (ug/L)	65	66 B	82
Calcium (ug/L)	380,000	360,000	370,000 B
Chromium (ug/L)	2.7	8.6	5.5
Cobalt (ug/L)	110	110	110
Copper (ug/L)	6000 E	6100 E	4600 E
Iron (ug/L)	120,000	370,000	150,000
Lead (ug/L)	32	78	42
Magnesium (ug/L)	33,000	26,000	27,000
Manganese (ug/L)	33,000 E	34,000 E	36,000
Mercury (ug/L)	0.08 U	0.08 U	0.08 U
Molybdenum (ug/L)	0.84 J	16	4.2
Nickel (ug/L)	72	69	69
Potassium (ug/L)	2700	2700	2400
Selenium (ug/L)	1.7 JB	4.8	4.7 B ^
Silver (ug/L)	0.1 U	0.33 J	0.1 J
Sodium (ug/L)	3900	480 U	5300
Thallium (ug/L)	0.32	0.35	0.29
Vanadium (ug/L)	2	87	38
Zinc (ug/L)	25,000 E	26,000 E	20,000 E

E Result Exceeded sample range

U The analyte was analyzed for but not detected

J The result is less than the reporting limit but greater than or equal to the MDL and the concentration is an approximate value.

B Compound was found in the blank and the sample

^ Instrument related QC is outside acceptance limits.



<b>Gold King Mine Discharge Water Chemistry – Total Metals and Miscellaneous</b>			
	<b>8/10/2015</b>	<b>8/13/2015</b>	<b>8/15/2015</b>
Alkalinity (mg/L)	NA	5 U	5 U
Aluminum (ug/L)	38,000	36,000	33,000
Antimony (ug/L)	4.3	9.4	0.62 J
Arsenic (ug/L)	49	130 B	5.5
Barium (ug/L)	9.5	11 B	8.7
Beryllium (ug/L)	11	11	11
Cadmium (ug/L)	67	68	85
Calcium (ug/L)	380,000	380,000	380,000 B
Chloride (mg/L)	NA	0.34 J	0.36 J
Chromium (ug/L)	5.7	7 ^	3
Cobalt (ug/L)	120	110	110
Copper (ug/L)	6300 E	6000 E	4600 E
Fluoride (mg/L)	NA	11	10
Iron (ug/L)	190,000	310,000	120,000
Lead (ug/L)	51	69	29
Magnesium (ug/L)	28,000	28,000	27,000
Manganese (ug/L)	34,000 E	35,000 E	36,000
Mercury (ug/L)	0.08 U	0.08 U	0.08 U
Molybdenum (ug/L)	4.8	14	0.77 J
Nickel (ug/L)	74	70	72
Nitrate as N (mg/L)	NA	0.023 U	0.023 U H
pH	NA	3.06 HF	2.93 HF
Potassium (ug/L)	2900	2700	2500
Selenium (ug/L)	2.5 ^	4.3 B^	3.3 ^ B
Silver (ug/L)	0.15 J	0.3 J	0.1 U
Sodium (ug/L)	4000	4800 U	5200
Sulfate (mg/L)	NA	1600	1600
Thallium (ug/L)	0.33	0.35	0.29
Total Hardness (mg/L)	1100	1100	1100
Total Suspended Solids (mg/L)	66	NA	NA
Vanadium (ug/L)	44	71 E	2.5
Zinc (ug/L)	27,000 E	26,000	20,000 E

E Result Exceeded sample range

U The analyte was analyzed for but not detected

J The result is less than the reporting limit but greater than or equal to the MDL and the concentration is an approximate value.

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