

LU, INC.



SPECIALTY CONTRACTOR

DATE: 02-06-01
TO: DON OLIVER / CHERIE MINGHINI W/TVA 10
DATE: 02-06-01 TO: DON OLIVER / CHERIE MINGHINI M/TVA PHONE # 423-251-6375 FAX # 423-751-7094
FROM:
NUMBER OF PAGES TRANSMITTED INCLUDING COVER PAGE:
SUBJECT: KINGSTON FOSSIK PLANT - SPILLWAY
COMMENTS: FENCE PROPOSIN
PLEASE NOTIFY SENDER UPON RECEIPT
Note: If any of the copies are illegible, or if you do not receiver the number of pages stated above, please contact the sender.
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LU, INC.

P.O. BOX 607 KINGSTON SPRINGS TN 37082 615-952-5501 FAX 615-952-9044

FEB-06-2001 18:17

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P.01







SPECIALTY CONTRACTOR

PROPOSAL

TO: Tennessee Valley Authority

Kingston Fossil Plant

Kingston, TN.

Attn: Don Oliver

PROJECT:

Remove & Re-Install Fence

for Spillway

LOCATION: Kingston Fossil Plant

Kingston, TN.

02-06-01 BID DATE:

We are pleased to submit our quotation to you covering the following items on the above project. Our estimate of quantities are as follows:

Remove Existing Chain Link Fence & Re-Install Upon Spillway Construction

100 L.F. - 7' High Chain Link Fence w/3 Strands of Barbed Wire

Furnish New Posts, Tension Wire & Barbed Wire Re-Use Fabric, Top Rail and Barbwire Arms

Proposal Includes: Materials Labor_	Applicable Taxes	
Prices Per "TERMS AND CONDITION	S OF SALE" on Back or Attached	TOTAL PRICE \$2,055.90

Delivery Schedule (Required Notification Time to Have Materials & Crews on Site)

Our above price based on the following conditions: All Lines, Grades, Stakes and Clearing of Fence Lines BY OTHERS.

Acceptance: Upon receipt of signed copy from buyer. This proposal when accepted by Lu, Inc. with approved Credit becomes a contract between the two parties.

Date Customer's Signature

Submitted By: Doug McWhorter

Date: 02-06-01

P.O. BOX 607 KINGSTON SPRINGS TN 37082 615-952-5501 FAX 615-952-9044

FEB-06-2001 18:18

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P.02

(615)952-9044

TERMS AND CONDITIONS OF SALE

- 1. < APPLICABLE LAWS Any contract resulting from this order will be subject to applicable state laws governing the Seller's Office from which this sale originates.
- 2. TITLE If this order provides on the reverse side hereof that material is sold F.O.B. skipping point, even though transportation costs may be included in the price slipulated, title to the products shall pass to the Buyer upon delivery to the carrier at the point of skipment. Neither the Buyer or the consignee shall have the right to divert or reconsign any skipment to any destination other than specified in bill of lading without permission of the Seller.
- WARRANTIES The are no conditions or agreements not fully expressed herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION
 APPEARING ON THE FACE HEREOF, EXCEPT THE WARRANTY OF TITLE.
- 4 DELAYS Selier shall not be liable for any delay in manufacturing, delivery, installation, or its performance hereunder due to fires, strikes, differences, with materials, transportation facilities, utilities, or other causes beyond our control.
- 5. CLAIMS The products sold hereunder shall be subject to our standard manufacturing tolerances, variations and classifications. If material appear defective Buyer shall discontinue their use and notify Seller within 10 days after receipt of materials so that it may investigate. No claim will be allowed for labor or expense occasioned by the use of defective materials, nor will Seller be responsible for demages beyond the price of the defective material. Claims for errors, deficiencies or imperfections will not be ententained unless made within ten days after receipt materials. Material shall not be returned for any reason except by permission of Seller in writing. The carriers are responsible for materials lost or damaged in transit. Seller shall not be liable for any cost or expense to buyer resulting from delays in transit or failure of the carrier to arrive at consignment location at a specific day or hour.
- 6. TECHNICAL ADVICE Unless it shall have been expressly agreed there to in writing, the seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
- 7 TAXES Any taxes which Seller may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the materials or service covered hereby, including taxes upon or measured by receipts from sales or services shall be for Buyer's account. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authorities, or when appropriate pay appropriate taxing authorities.
- SELLER'S OPTIONS Buyer's failure to make payment when due on this or any other order in accordance with Seller's terms or if Seller than any doubt as to Buyer's responsibility shall entitle Seller to defer further shipments, or to bill and hold merchandise for Buyer's account, or to cancel this or other contracts or orders. Seller reserves the right to change terms of payment or fix a limit of credit at anytime during the execution of this order. Shipment deliveries and performance of work shall at all times be subject to the approval or Seller's Credit Department unless full payment is received with the order. Unless provided to the contract on the face of Seller's obligation to perform here under shall be ease at Seller's election if Seller is not permitted to complete performance within twelve months or length of contract from data hereof.
- 9. NON-WAIVER BY SELLER Forbearance or failure of either party to enforce any right hereunder shall not affect, impair or waive any rights in case such default continues, or in case subsequent default occurs. The Buyer warrants that the seller's rights to the material, shown on the face hereon, shall not be jeopardized through any form of assignment without prior written agreement.
- 10. PATENTS In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, Buyer agrees to have Seller harmless from patent infringements resulting from Seller's compilance with designs and / or specifications (Unless originating with Seller) now or hereafter forming a part of this contract.
- 11 CURRENCY Unless otherwise provided on the face hereof all monetary values are considered to be in U.S.A. currency.
- 12. TERMS FURNISH ONLY. 2% 10 days; NET 30 Days; 18% interest per month on unpaid balance. ERECTED OR INSTALLED: Pay as you get paid, except retainage, see note 21, no deduction of any kind allowed.
- 13. BOND Prices do not include bond premiums. Seller will allow 1/2% deduction from price to pay Seller's share of Bond.
- 14 DUES AND/OR DEDUCTION None will Be acceptable or allowed.
- 15 TRAFFIC CONTROL Buyer is to be responsible for any and all traffic control.
- 16. FUEL Buyer is to assist Seller in obtaining fuel at the cheapest price.
- 17 CONCRETE Buyer to assist Seller in obtaining prices and delivery.
- 18 CONTRACT TIME If buyer used up the contract time and does not allow enough time to complete work, Seiter will not be responsible for overtime and/or penalties.
- 19. MOBILIZATION If this order includes erection or installation, Buyer shall notify Saller in writing 30 days before work to begin and Saller will begin work with dispatch, after receipt of such notice, provided the project is ready, with the understanding said work may be done with out interruption. It is understood no unusual conditions will be met in the work of erection or installation and Saller shall be paid for any expenses incident to additional work caused thereby. One (1) mobilization is included.
- 20 RETAINAGE To be paid in full three (3) months after Seller has completed and Owner has accepted Seller's work regardless of whether Buyer has or has not received retainage from Owner for whatever reason, except it being the fault of Seller.
- BUYER'S ACCEPTANCE PRICES ARE FIRM FOR TEN(10) DAYS FROM DATE OF BID. TO PROTECT THE PRICES QUOTED BY SELLER, BUYER MAY ACCEPT, SUBJECT TO RECEIVING A CONTRACT AND WORK ORDER FROM BLYER'S OWNER BY NOTIFYING SELLER IN WRITING OF BUYER'S ACCEPTANCE; WITHIN (10) DAYS FROM DATE ON QUOTATION. In the event of a conflict between the Terms and Conditions contained herein and Buyer's purchase order, contract, subcontract, or any other communication, whether written or oral, these terms and conditions shall govern unless Seller shall have receiving prompt written specific objection there to from buyer and Seller must agree in writing to specific objections, otherwise these Terms and Conditions override everything and do not have to be signed by buyer. Seller signing of Buyer purchase order, contract, sub-contract, or any other communication does not relieve Buyer from these Terms and Conditions.
- 22 ACKNOWLEDGMENT If seller had not received a reply to acknowledgment within twenty (20) days of the date of the acknowledgment then the customer has read, agrees, and approves, if acknowledgment is not correct, a reply to the acknowledgment must be made in writing within twenty (20) days from the date of the acknowledgment stating Buyers understanding. This does not mean that an acknowledgment is part of the contract unless forwarded to you by Saller.
- 23 CANCELLATION / MODIFICATION / RELEASE Sale or contract cannot be canceled / modified, or releases held up by the Buyer after the order is in process except with the Seller's consent and subject to conditions then to be agreed upon which shall include protection of the Seller against any loss and / or cost incurred.
- 24 MCDIFICATIONS The Terms and Conditions of sale or contract shall not be modified unless evidence in writing, agreed to and signed by Seller
- 25. COLLECTIONS Should Seller employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under this contract or to collect damages for the breach of this contract, or to recover on the surety bond given by Buyer and his strety, jointly and severally agree to pay seller all reasonable cost, charges, expenses, and attorney's fee expended or incurred therein.

95%

TVA- KINGSTON FOSSIL PLANT

130	TESCRIPTION ON CONT - 100 HACH & O.O. OF = 6.00
131	HOG RINGS FOR TENSION WIRE - 50 EACHE O.O. = 0.50
134	TIE WINES / BEL FOR 15/8" PAIL - 50 CARRE 0.03 A- 1,50
138	POST, LINE BARE TYPE"C" - 10 EACH @ 16.59EA = 163.90
151	WIRE, PENSION 760ME - 100 L.F.C 0.05/L.F. = 5.00
158	BARBED WIRE, GARVANIZED - / ROLL @ 59.21/port = 59,21
257	MISTAL COMPLETE B' HIGH - 100 C.F. & 9.77/1.F. = 977.00 FENCE INCLUDING BARBED WIRE
273	PER DIEM RIME FOR - 3 DAYSE 123.93 EA = 371.99 PERSONNEL WIRD MANE
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REMOVE OF EXISTING FORCE - 1001.FE 4.71/64=471.00

70ML # 2,055.90

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KINGSTON FOSSIL PLANT COAL UNLOADING AND BLENDING FACILITY PCN KIF259

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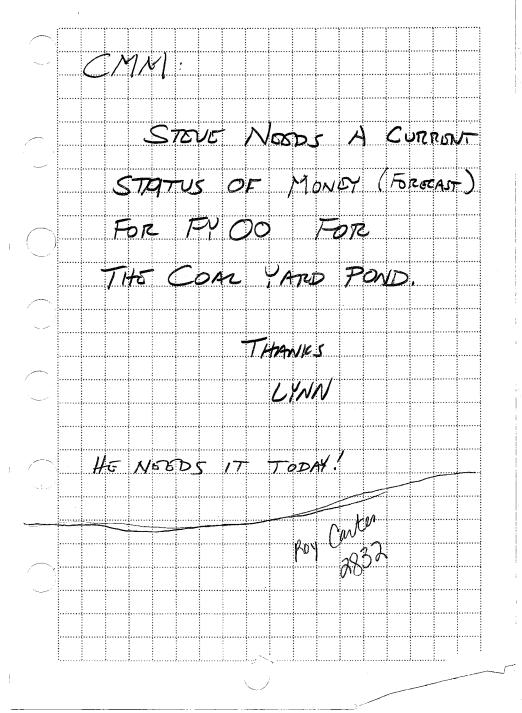
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KINGSTON FOSSIL PLANT COAL UNLOADING AND BLENDING FACILITY PCN KIF259 Current Phase: 2/3

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Fossil&Hydro Engineering



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	Roberts & Schaefer	6	2		14	6	2		14	6	2			KIF259A-0002	0011LJY	
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	Mid-West Conveyor	22	2		24	22	2		24	22	2		1	KIF259A-0003	0011LJZ	
	Geotech Data - Law Engo	45	-		46	45	-		97	45	-		1	KIF259A-0004		
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	Plant Support		28		28		28		28		28		28	KIF259B-0004		Z7104FL, 4RN
	Fire Protection - McDaniels		23	288	311		23	891	914		23	904	927	KIF259B-0005	Z7104Q4	
	GUBMK Estimate				0				0				0	KIF259B-0006		
	Facility Dsn/Mtl - R&S		2589	5891	8480		2589	5891	8480		2589	5891	8480	KIF259B-0010	00134PQ	
	Power Supply - TPS		334	315	649		334	268	602		334	268	602	KIF259B-0011		
	Transformer		349		349		349		349		349		349	KIF259B-0012		
	Switchgear		315		315		315		315		315		315	KIF259B-0012		
	DCS Hardware			227	227			195	195			275	275	KIF259B-0014	0013W9Y	
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	Dust Suppression		115	64	176		115	52	167		115	6	176		Z7104NQ	
	Track Scales				0				0				0	KIF259B-0017	1	
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Steve Brewster (751-3643) neer. Jeff Garrett (761-2003) Project Engineer Project Conf

KINGSTON FOSSIL PLANT COAL UNLOADING AND BLENDING FACILITY PCN KIF259 Current Phase : 2/3

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TVA-00009535

Minghini, Cherie M.

From:

Brewster, Steve E.

Sent:

Tuesday, September 05, 2000 10:41 AM

To:

Petty, Harold L.; Minghini, Cherie M.

Subject:

FW: KIF Coal Run Off Pipe - Billing

Steve E. Brewster

Project Engineer

From:

Sent: To:

Jones, Sonja R. Friday, August 25, 2000 1:34 PM Brewster, Steve E. KIF Coal Run Off Pipe - Billing

Subject:

Steve:

Coal yard piping cost as follows:

Month:

Cost

July

\$ 50,000.00

Aug.

\$80,000.00

* Out of Scope Extra Sleeve Boring

\$ 2,300.00

Remaing Work:

Remove Temp. dredge pipe line

Remove & cut up old pump plat form.

Thank you, Larry Radford

PHASE 1 STUDY KIF COAL YARD RUNOFF PIPING UPGRADE

PREPARED FOR:
TENNESSEE VALLEY AUTHORITY
PROJECT AND DISCIPLINE ENGINEERING
1101 MARKET STREET
CHATTANOOGA, TN 3740-2801

CHATTANOOGA, TN

PREPARED BY:
PARSONS ENERGY AND CHEMICAL GROUP, INC
633 CHESTNUT ST, SUITE 400
CHATTANOOGA, TN 37450

JUNE 30, 2000

CIVIL/STRUCTURAL PHASE II SCOPE OF WORK

1.1 Introduction

The purpose for this project is to study storm events to determine modifications necessary to prevent stormwater runoff from flooding the new coal live pile reclaim facility at the Kingston Fossil Plant (KIF). During construction of this facility, moderate (1.75 in within a 24 hr period) storm events caused flooding. Another purpose is to prepare a Phase 1 design for routing a new pipeline to discharge stormwater runoff to the ash dredge pond, located north of the powerhouse.

1.2 Coal Yard Runoff Force Main Piping Route

The proposed route for the pipeline is shown on SK-01. The length of the pipeline is approximately 3900 liner feet (If). The route runs from the coal yard pond to the fly ash dredge pond located north of the powerhouse. A 25-ft minimum radius is specified for all bends to eliminate fittings. The piping is to be placed in a trench throughout most of its route, with approximately 600 ft routed above ground just prior to pipeline termination.

1.3 Coal Yard Runoff Force Main Piping

The pipe is to be high-density polyethylene (HDPE), SDR-17. Specifications for the pipe shall are as shown on SK-01. Piping will be butt-fusion welded. Because bend radii exceed the minimum required this diameter/SDR, fittings are not needed, and future clogging should be minimized. The phase 1 sketch (SK-01) also requires the use of underground warning tape so that future pipeline relocation can be accomplished.

1.4 Underground utility identification/relocation

Phase 1 engineering did not review underground utility drawings for possible interferences, nor was an underground survey conducted, due to the fast-track nature of this project. It is recommended that an underground survey be performed prior to piping installation.

1.5 Rationale for Design Storm Event

The following is a summary. For additional detail, see the "Kingston Fossil Plant Coal Yard Flood Analysis" prepared by Parsons, June 2000. Rainfall data from Station 0712 at KIF was recorded in 6 hr increments over 24-hr periods dating from October 1986 to April 2000. To determine the worst case precipitation event, the greatest consecutive-days total rainfall was identified. Using an Excel spreadsheet of rainfall data, the maximum rainfall over the following multi-day periods was determined: 2, 3, 5, 7, and 10. 10 days was chosen as the maximum time length because that represents the approximate time needed to dewater the coal yard area after a major storm event. In all cases, the smaller duration storm events were nested within the larger duration storm events. Rainfall from these events was modeled to determine the maximum

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water surface elevation (wse) within the coal yard area produced by each storm event. In addition, a 10-yr 24-hr and a 100-yr 24-hr event were modeled.

During a site visit by Parsons, plant personnel discussed that flooding had occurred previously within the coal yard, and runoff (following the point of lowest elevation) was routed over a wide area. Parsons suggested construction of spillway along the existing road near an area where this runoff could be safely routed off-site. It was subsequently determined that the coal yard should be able to impound a 10-yr 24-hr storm event, and a 100-yr 24-hr event, but that larger storm events could discharge through the spillway. Because the spillway is located on an existing gravel perimeter road adjacent to the coal yard, the spillway will be surfaced with rip-rap and will have fairly flat side slopes to accommodate traffic.

1.6 Results of Stormwater Modeling

The results of the calculations are based on certain assumptions. The coal yard is dry prior to a storm event, and the maximum wse prior to a storm event is 745. Reduction in storage volume due to accumulation of sediment was not considered. It was also assumed that the dewatering pumps do not start pumping until the end of the storm event.

Through modeling conducted for the calculations, it was concluded that the coal yard has sufficient volume with the addition of a spillway to prevent the wse from reaching el. 758 during the design storm. Enlargement of the existing coal yard area to the approximate size shown on the phase 1 sketch (SK-01), in concert with the construction of an emergency spillway with an elevation of 756, will prevent discharge during the 100 year 24 hour storm event.

1.7 Earthwork

As discussed above, excavation contours for the coal yard are shown on SK-01, and the volume is in Table 1. Additional excavation and backfill for construction of the pipeline are shown in Table 1.

1.8 Construction of New Spillway for Coalyard

The phase 1 sketches (SK-01 through SK-03) show details for construction of a spillway. The spillway is to be 50 ft wide with 10:1 side slopes, and surfaced with riprap underlain by geotextile.

1.9 Modifications to Fencing

The perimeter fence surrounding the coal yard will be modified as shown on SK-01 through Sk-03, to allow the spillway to function. Fence fabric must not extend within the spillway area as debris could cause blockage.

2 CIVIL/STRUCTURAL DESIGN CRITERIA AND SPECIFICATIONS

2.1 Civil Design Criteria

1. All utility crossings for railway shall be in accordance with AREA Manual for Railway Engineering, and Norfolk-Southern Transportation Guidelines and Specifications for Design and Construction of Commercial Tracks.

2.2 Civil Specifications

All work described herein for civil-related work will be performed in accordance with *TVA General Construction Specification T-1*, issued October 19.1981. Specifications are listed on Drawings SK-01, SK-02, and SK-03.

3 BILL OF MATERIAL

The Bill of Material is listed in Table 1.

TABLE 1

Item	Quantity	Units	Comments
Relocate existing survey monuments in coal yard			None required
Underground utility survey within Coalyard	1	LS	Recommend surveying areas where excavation is shown on sketches, unless site personnel have knowledge of underground utilities.
Underground utility survey for pipeline	1	LS	Assume start a sta 19+00 to Sta 39+00 @ 4 ft width. Acreage = 0.2 ac
HDPE Pipe 10 in nom dia SDR 17	3900	LF	ASTM D3350, cell classification 345444C, PE3408
18 in dia Casing pipe (Jack & Bore #1); min wall thickness = 0.313 in.	200	LF	Casing pipe shall have a minimum yield strength of 35,000 psi
18 in dia Casing pipe (Jack & Bore #2); min wall thickness = 0.313 in.	115	Lf	Casing pipe shall have a minimum yield strength of 35,000 psi
If single Jack and Bore is performed, the overall length =	340	LF	
Trench excavation (2 ft deep from station 0+00 to Sta 19+00 ±)	430	BCY	Assume trench width = 2 ft & 3 ft deep
Trench excavation (2 ft deep from Sta 19+00 to station 35+00 ±)	660	BCY	Assume trench width = 2 ft x 5.5 ft deep
Backfill (either sand or bottom ash up to 4 in above pipe (Sta 0+00 to Sta 19+00)	220	BCY	Assume one-half the trench excavation volume. Remaining backfill will utilize excavated mat'l
Backfill (either sand or bottom ash up to 4 in above pipe (Sta 19+00 to Sta 39+00)	270	BCY	Assume 40 % of excavation volume. Remainder of backfill shall be crushed stone or bottom ash.
Warning tape	3500	LF	Place above buried pipe for future identification

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Item	Quantity	Units	Comments
Allowance for Utility relocation			By estimator
Earthwork (excavation in coalyard)	6,100	CY	Excavation in coalyard
Relocate existing electrical junction box	1	ea	
Supports for HDPE pipe (above ground)	60	ea	May be able to utilize some existing supports
Silt fence	700	LF	
Riprap	600	ton	
Geotextile beneath riprap	800	sy	

4 DRAWINGS FOR PHASE II

Three new drawings would be prepared for Phase II. SK-01 through SK-03 would be reviewed/checked and assigned TVA drawing numbers. It is not anticipated that any additional drawings (or revisions to existing drawings) would be needed for this project, because no new structures are involved.

5 PREPARATORY WORK NEEDED TO COMPLETE PHASE 2

The following items would need to be completed if a comprehensive Phase 2 effort is undertaken.

- Construction
- Underground utility survey

5.1 Phase II Engineering

It is estimated that Phase II engineering would require no more than approximately 60 hours, if no substantial comments are received on the Phase 1 sketches (SK-01 through SK-03). If Parsons is responsible for coordination of an underground survey, an additional 40 hours (total of 100 hours) would be required. If substantial changes in the design are needed, additional design hours would be required. Calculations were performed during Phase 1, and include all assumptions made regarding analysis of the various storm events studied.

6 PHASE III ENGINEERING

It is estimated that Phase III would require no more than 60 hours. This assumes that no design documents (drawing) revisions are needed.

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