



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**
 OCT 09 2007

RFQ NUMBER
 DEP13951

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

ROBINSON PIPE CLEANING COMPANY
 ONE RAINEY ROAD
 P.O. BOX 396
 EIGHTY FOUR, PA 15330

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 10/01/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/14/2007	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
LEACHATE COLLECTION SYSTEM MAINTENANCE						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SEEKING BIDS TO PROVIDE CLEANING OF LEACHATE COLLECTION AND TRANSPORTATION LINES AT TWENTY-TWO (22) LANDFILL FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE BID SCHEDULES AS ATTACHED.</p> <p>A MANDATORY PRE-BID IS SCHEDULED FOR TUESDAY, 10/23/07 AT 10:00 AM AT THE WVDEP HEADQUARTERS AT 601 57TH ST. CHARLESTON, WV 25304. (304.926.0499) FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>INCLUDED ATTACHMENTS INDICATE ESTIMATED LINE FOOTAGES NEEDING CLEANED AT EACH OF THE LANDFILLS. MAPS OF THE LANDFILLS WILL BE PROVIDED AT THE PRE-BID MEETING AND INCLUDED BY OFFICIAL ADDENDUM ALONG WITH ANY QUESTIONS OR CLARIFICATIONS RESULTING FROM THE PRE-BID MEETING.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *William A. Burchell* TELEPHONE 724-228-5600 DATE 11/12/07
 TITLE PRESIDENT FEIN 25-1059421 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William A. Burchell</i>	TELEPHONE 724-228-5600	DATE 11/12/07
TITLE PRESIDENT	FEIN 25-1059421	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP13951</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 10/28/07...</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William B. Duschel</i>	TELEPHONE 724-228-5600	DATE 11/12/07
TITLE PRESIDENT	FBN 25-1059421	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>William A. Burchell</i> SIGNATURE WILLIAM A. BURCHELL - PRESIDENT ROBINSON PIPE CLEANING COMPANY COMPANY 11/12/07 DATE</p> <p>REV. 11/96</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>William A. Burchell</i>	TELEPHONE 724-228-5600	DATE 11/12/07	
TITLE PRESIDENT	FEIN 25-1059421	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEP13951		
				BID OPENING DATE:		11/14/2007
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 724-228-5624 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- WILLIAM A. BURCHELL - PRESIDENT -----						
***** THIS IS THE END OF RFQ DEP13951 ***** TOTAL:						\$ 264,865.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *William A. Burchell* TELEPHONE: 724-228-5600 DATE: 11/12/07

TITLE: PRESIDENT FEIN: 25-1059421 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTES

DEP 13951

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

Landfill Closure Assistance Program

LCAP Leachate Collection System Maintenance

RFQ# DEP13951
LCAP Leachate Collection System Maintenance

To provide Cleaning of Leachate Collection and Transportation Lines at 22 landfill facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia.

General Conditions: A mandatory Pre-bid Conference will be held at the WVDEP, Office of Environmental Remediation located at 601 57th Street S.E. Charleston, WV 25304.

This contract shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to clean leachate collection and transportation lines as per the document titled "LCAP Leachate Collection System Maintenance", per the attached. Attachment 'A' includes estimated footages of the pipes needing cleaned. **Maps of the landfills will be provided at the pre-bid meeting and are for informational purposes only. Actual footages of lines needing cleaned may vary.** Any differences between actual footages of lines cleaned and lines indicated will not result in any additions or deletions of the individual landfill contract amounts. The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Maintaining access: the WV DEP will be responsible for maintaining access to all areas necessary for completion of the contract. The contractor will report excessive deterioration of landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will ensure compliance.

The Contractor Shall Maintain Insurance as Follows:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to <http://www.wvsos.org/adlaw/wagerates/building05.htm>

Method of measurement: Cleaning of leachate collection and transportation lines shall be measured as a "lump sum" unit for each individual landfill, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP. The unit cost measurement shall be per event. The unit price shall include all labor equipment, materials, transportation and incidentals to complete the contract.

Method of payment: Invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below:

Region One

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
2031 Pleasant Valley Road
Fairmont, WV 26554
Attn: Paul Benedum
Phone: (304) 368-3950

Region Two

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717-A Main Street Annex
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

Region Three

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717-A Main Street Annex
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

#RFQ DEP13951
Attachment A

Listed below are the LCAP facilities and approximate footages to be cleaned under this RFQ. Maps and information provided are for informational purposes only, actual footages of lines needing cleaned may vary.

<u>Region One Includes:</u>	<u>Estimated Footage of Line Cleaning</u>
1. City of Buckhannon Landfill	2999'
2. Clarksburg Landfill	2750'
3. Marion County Landfill	8588'
4. Monongalia County Landfill	4397'
5. City of Morgantown Landfill	3069'
6. Preston County / Rehe Landfill	4054'
7. Wheeling Landfill	2750'

Region One Approximate Total Footage 28,607'

<u>Region Two Includes:</u>	<u>Estimated Footage of Line Cleaning</u>
1) Berkeley County Landfill	8276'
2) Fayette County Landfill	1667'
3) Grant County / Petersburg Landfill	2530'
4) Hampshire County Landfill	1318'
5) Jefferson County Landfill	2254'
6) McDowell County Landfill	5669'
7) City of Montgomery Landfill	2067'
8) Wyoming County Landfill	3330'

Region Two Approximate Total Footage 27,111'

RFQ# DEP13951
Attachment A Continued

<u>Region Three Includes:</u>	<u>Estimated Footage of Line Cleaning</u>
1) Central WV Refuse Landfill	3919'
2) Don's Disposal Landfill	7300'
3) ERO Landfill	9665'
4) Fleming Landfill	8640'
5) Jackson County Landfill	14,800'
6) Kanawha Western Landfill	6458'
7) Mingo County Landfill	4602'

Region Three Approximate Total Footage 55,384'



Technical Specifications

LCAP Leachate Collection System Maintenance

Prepared for:

**West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Environmental Remediation
Landfill Closure Assistance Program (LCAP)
Charleston, West Virginia**

Prepared by:

**Shaw Environmental, Inc.
Monroeville, Pennsylvania**

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Scope of work.
- B. Location.
- C. Description of work.
- D. Drawings.
- E. Contractor use of site.

1.2 SCOPE OF WORK

- A. Work to be performed under this Contract consists of the cleaning of leachate collection lines for the landfills specified in Paragraph 1.3 of this Specification Section. In the future, any of these landfills may be removed from this Contract, and additional landfills may be added.

1.3 LOCATION

- A. The site locations are as shown on Sheets Nos. C-1 and C-2 and are located as follows:
 - 1. Berkeley County Landfill is located near the City of Martinsburg, Berkeley County, West Virginia.
 - 2. Buckhannon Landfill is located near the City of Hodgesville, Upshur County, West Virginia.
 - 3. Central WV Refuse Landfill is located near the City of Gassaway, Braxton County, West Virginia.
 - 4. Clarksburg Landfill is located near Clarksburg, Harrison County, West Virginia.
 - 5. Don's Disposal Landfill is located near Sissonville, Kanawha County, West Virginia.
 - 6. ERO Landfill is located near West Columbia, Mason County, West Virginia.
 - 7. Fayette County Landfill is located near the City of Brooklyn, Fayette County, West Virginia.
 - 8. Fleming Landfill is located near the City of Pocatalico, Kanawha County,

- West Virginia.
9. Hampshire County Landfill is located near the City of Romney, Hampshire County, West Virginia.
 10. Jackson County Landfill is located near the City of Ripley, Jackson County, West Virginia.
 11. Jefferson County Landfill is located near the City of Leetown, Jefferson County, West Virginia.
 12. Kanawha Western Landfill is located near the City of Tyler Heights, Kanawha County, West Virginia.
 13. Marion County Landfill is located near the City of Farmington, Marion County, West Virginia.
 14. McDowell County Landfill is located near the City of Roderfield, McDowell County, West Virginia.
 15. Mingo County Landfill is located near the City of Delbarton, Marion County, West Virginia.
 16. Monongalia County Landfill is located near the City of Rivesville, Monongalia County Landfill, West Virginia.
 17. Montgomery Landfill is located near the City of Montgomery, Fayette County, West Virginia.
 18. Morgantown Landfill is located near the City of Morgantown, Monongalia County, West Virginia.
 19. Petersburg/Grant County Landfill is located near the City of Petersburg, Grant County, West Virginia.
 20. Rehe Landfill is located near the City of Arthurdale, Preston County, West Virginia.
 21. Wyoming County Landfill is located near the City of Rock View, Wyoming County, West Virginia.
 22. Wheeling Landfill is located near Wheeling, Ohio County, West Virginia.

1.4 DESCRIPTION OF WORK

A. Work includes, but is not limited to, the following:

1. Development of a Work Plan to describe the cleanout operations for the leachate collection lines for each landfill.
2. Development, implementation, and maintenance of a Health and Safety Plan.
3. Mobilization and start-up.
4. Cleaning of all leachate collection lines including providing the necessary potable water for the cleaning of the lines; cleaning of the lines; collecting the debris and rinsate from the cleaning of the lines; and the collecting, transporting, and disposal of the debris and rinsate resulting from the cleaning of the designated lines.

5. Preparation and submittal of an inspection report of each cleanout activity at each landfill.
6. Demobilization.
7. Attendance at meetings requested by the WVDEP or their designee.

B. A general description of each site is presented as follows:

1. Berkeley County Landfill:
 - a. Limits of Waste – 22.80 acres
 - b. Leachate Collection Lines – 8,276 feet
2. Buckhannon Landfill:
 - a. Limits of Waste – 13.65 acres
 - b. Leachate Collection Lines – 2,999 feet
3. Central WV Refuse Landfill:
 - a. Limits of Waste – 9.625 acres
 - b. Leachate Collection Lines – 3,919 feet
4. Clarksburg Landfill:
 - a. Limits of Waste – 20.00 acres
 - b. Leachate Collection Lines – 2,750 feet
5. Don's Disposal Landfill:
 - a. Limits of Waste – 23.48 acres
 - b. Leachate Collection Lines – 7,300 feet
6. ERO Landfill:
 - a. Limits of Waste – 21 acres
 - b. Leachate Collection Lines – 9,665 feet
7. Fayette County Landfill:
 - a. Limits of Waste – 11.30 acres
 - b. Leachate Collection Lines – 1,667 feet
8. Fleming Landfill:
 - a. Limits of Waste – 17.90 acres
 - b. Leachate Collection Lines – 8,640 feet
9. Hampshire County Landfill:
 - a. Limits of Waste – 9.10 acres
 - b. Leachate Collection Lines – 1,318 feet
10. Jackson County Landfill:

- a. Limits of Waste – 20.65 acres
 - b. Leachate Collection Lines – 5,128 feet
11. Jefferson County Landfill:
- a. Limits of Waste – 22.00 acres
 - b. Leachate Collection Lines – 2,254 feet
12. Kanawha Western Landfill:
- a. Limits of Waste – 18.30 acres
 - b. Leachate Collection Lines – 6,458 feet
13. Marion County Landfill:
- a. Limits of Waste – 37.00 acres
 - b. Leachate Collection Lines – 8,588 feet
14. McDowell County Landfill:
- a. Limits of Waste – 8.95 acres
 - b. Leachate Collection Lines – 5,669 feet
15. Mingo County Landfill:
- a. Limits of Waste – 8.80 acres
 - b. Leachate Collection Lines – 4,602 feet
16. Monongalia County Landfill:
- a. Limits of Waste – 14.50 acres
 - b. Leachate Collection Lines – 4,397 feet
17. Montgomery Landfill:
- a. Limits of Waste – 9.85 acres
 - b. Leachate Collection Lines – 2,067 feet
18. Morgantown Landfill:
- a. Limits of Waste – 20.70 acres
 - b. Leachate Collection Lines – 3,069 feet
19. Petersburg Landfill:
- a. Limits of Waste – 10.80 acres
 - b. Leachate Collection Lines – 2,530 feet
20. Rehe Landfill:
- a. Limits of Waste – 14.25 acres
 - b. Leachate Collection Lines – 4,054 feet

- 21. Wheeling Landfill:
 - a. Limits of Waste – 15 acres
 - b. Leachate Collection Lines – 2,750 feet

- 22. Wyoming County Landfill:
 - a. Limits of Waste – 14.75 acres
 - b. Leachate Collection Lines – 3,330 feet

1.5 DRAWINGS

A. Drawings issued with and forming part of Contract Documents are listed below:

<i>Sheet No.</i>	<i>Drawing No.</i>	<i>Title</i>
C-1	840596-T1	Title Sheet
C-2	840596-D1	Landfill Location Maps

Berkeley County Landfill:

C-3	840596-D2	Leachate Collection Plan
C-4	840596-D3	Leachate Collection Plan
C-5	840596-D4	Leachate Collection Details
C-6	840596-D5	Leachate Collection Details
C-7	840596-D6	Leachate Collection Details
C-8	840596-D7	Leachate Collection Details
C-9	840596-D8	Leachate Collection Details
C-10	840596-D9	Leachate Collection Details
C-11	840596-D10	Leachate Collection Details

Buckhannon Landfill:

C-12	840596-D33	Leachate Collection Plan
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Central WV Refuse:

C-13	840596-D38	Leachate Collection Plan
C-14	840596-D39	Leachate Collection Details

Fayette County Landfill:

C-15	840596-D11	Leachate Collection Plan
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Fleming Landfill:

C-16	840596-D40	Leachate Collection Plan
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C-17	840596-D41	Leachate Collection Details
Hampshire County Landfill:		
C-18	840596-D12	Leachate Collection Plan
C-19	840596-D13	Leachate Collection Details
C-20	840596-D14	Leachate Collection Details
C-21	840596-D15	Leachate Collection Details
Jackson County Landfill:		
C-22	840596-D16	Leachate Collection Plan
C-23	840596-D17	Leachate Collection Plan
C-24	840596-D18	Leachate Collection Details
C-25	840596-D19	Leachate Collection Details
Jefferson County Landfill:		
C-26	840596-D20	Leachate Collection Plan and Details
Kanawha Western Landfill:		
C-27	840596-D21	Leachate Collection Plan
C-28	840596-D22	Leachate Collection Details
Marion County Landfill:		
C-29	840596-D23	Leachate Collection Plan and Details
McDowell County Landfill:		
C-30	840596-D24	Leachate Collection Plan
C-31	840596-D25	Leachate Collection Details
C-32	840596-D26	Leachate Collection Details
Mingo County Landfill:		
C-33	840596-D36	Leachate Collection Plan
C-34	840596-D37	Leachate Collection Details
Monongalia County Landfill:		
C-35	840596-D28	Leachate Collection Plan
Montgomery Landfill:		

C-36 840596-D29 Leachate Collection Plan and Details

Morgantown Landfill:

C-37 840596-D30 Leachate Collection Plan
C-38 840596-D31 Leachate Collection Plan and Details

Petersburg Landfill:

C-39 840596-D27 Leachate Collection Plan

Rehe Landfill:

C-40 840596-D32 Leachate Collection Plan and Details

Wyoming County Landfill:

C-41 840596-D34 Leachate Collection Plan
C-42 840596-D35 Leachate Collection Details

Additional Maps as added by WV-DEP

- B. Perform work in accordance with Drawings issued by Owner's Representative. Such Drawings will be issued to Contractor after Notice of Award and will consist of Bid Drawings revised as required by Owner's Representative and Original Design/As-Built Drawings if required by Owner's Representative.
- C. Revised Drawings may be issued from time to time by Owner's Representative and such Drawings will supersede previous revisions.
- D. If revised Drawings are issued, which necessitate changes to Contractor's shop drawings not yet reviewed, no separate payment will be made for Contractor's expenses involved in revising such drawings.

1.6 CONTRACTOR USE OF SITE

- A. Construction Operations: Limited to areas noted on Drawings. Do not unreasonably encumber site with plant, equipment, or materials. Do not obstruct vehicle passage, use, or otherwise interfere with properties outside of site unless otherwise specified.
- B. Hours of Operation: Limit on-site hours of operation to the hours of 6 a.m. to 8 p.m., 6 days per week (Monday through Saturday). Longer hours may be negotiated with Owner's Representative.
- C. When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, continue operations which will not be adversely affected by such conditions.

Do not construct or cause to be constructed any portion of work under conditions which would adversely affect the quality of work, unless special means or precautions are taken to perform work in a proper and satisfactory manner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

PART 4 - MEASUREMENT AND PAYMENT

4.1 BASIS OF PAYMENT

- A. All work described above is considered incidental to the project. No separate pay item has been provided.

-- END OF SECTION --

SECTION 01111
HEALTH AND SAFETY

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The Contractor and all subcontracted personnel shall provide a Health and Safety Plan (HSP) and shall conduct all work in accordance with 29 Code of Federal Regulations (CFR) Part 1926, Safety and Health Regulations for Construction.

1.2 REFERENCES

Not used.

1.3 DEFINITIONS

Not used.

1.4 SUBMITTALS

- A. HSP: Submit the HSP 30 days after contract award. No work will begin until the HSP has been submitted and approved.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

PART 4 - MEASUREMENT AND PAYMENT

4.1 PAYMENT BASIS

- A. All work described above is considered incidental to the project. No separate pay item has been provided.

-- END OF SECTION --

SECTION 02135**LEACHATE COLLECTION SYSTEM CLEANOUT****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Cleanout of existing leachate collection lines and inspection reports.
- B. Cleanout of leachate collection lines and inspection reports at additional landfills.

1.2 REFERENCES

Not used.

1.3 DEFINITIONS

Not used.

1.4 SUBMITTALS

- A. Work Plan specifying manufacturer's data, including cleaning equipment, operations, and water source for each site 30 days after contract award.
- B. Submit request to mobilize 7 days prior to mobilization to each site for each cleaning event. Request to mobilize will not be approved prior to approval of the Health and Safety Plan and Work Plan.
- C. Inspection report for each site, including items inspected/cleaned, date, inspector's name, type of inspection, acceptance criteria, volume of water used to clean lines, volume of rinsate and debris collected or disposed of off site, name and address of the off-site disposal facility approved by the Owner's Representative, and signature of responsible person. Submit within 14 days after each cleaning event at each landfill and any additional landfills.

PART 2 - PRODUCTS**2.1 LEACHATE COLLECTION SYSTEM - CLEANING EQUIPMENT**

- A. Cleaning equipment shall be high-velocity hydraulic cleaning equipment.
- B. Cleaning equipment shall be truck-mounted for ease of operation.

- C. Cleaning equipment shall be capable of delivering a minimum pressure of 1,500 psi and delivering a minimum of 60 gpm at the nozzle's head.
- D. Cleaning equipment shall have a minimum of two nozzles to select from.
- E. Nozzles shall be capable of producing a scouring action from 15 to 45 degrees.
- F. The Contractor shall supply and pay for all water from an off-site source.
- G. The Contractor shall arrange and pay for the collection, transportation, and off-site disposal of all collected rinsate and debris. Identify off-site disposal source for WVDEP approval and provide disposal certification.

2.2 ADDITIONAL LANDFILL SITES

The cleaning equipment and reporting shall be as specified in Paragraphs 1.4 and 2.1 of this Specification Section.

PART 3 - EXECUTION

3.1 CLEANOUT OF THE EXISTING LEACHATE COLLECTION LINES

- A. The Contractor shall be responsible for the maintenance of the equipment and prevention of spills for the duration of the project.
- B. The Contractor shall arrange for the collection and disposal of all rinsate and debris at an off-site facility approved by the Owner's Representative.

-- END OF SECTION --

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal requirements for the project.

1.2 DEFINITIONS

- A. **Procedures and Plans:** Documents that provide detailed instructions of how specified results will be obtained.
- B. **Test and Inspection Reports:** Test results and/or inspection results. Certified test reports for materials require manufacturer's verification of the specified requirements.

1.3 SUBMITTAL REQUIREMENTS

- A. **Submit to the Owner's Representative:**
 - 1. Identify submittal information with Contract number, project title, Contractor's name, date submitted, and specification Section or Drawing number requiring the submittal.
- B. All submittals are for information unless otherwise noted (["Or equals"] must be approved).
- C. Pre-approved products do not require a submittal except as noted in the individual specification Sections.
- D. Obtain written approval before delivery of material or equipment to the work site.
- E. Submit proposed substitutions for approval.
- F. **Submittal for Information:**
 - 1. Provide when equipment or material is delivered to the work site.
 - 2. Provide reports, documents, and written procedures prior to starting the related work.

- G. Number of Copies: Three.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review submittal before transmittal to the Owner's Representative; determine and verify field measurement, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Coordinate submittals with the work requirements and the Contract Documents.

3.2 OWNER'S REPRESENTATIVE REVIEW

- A. Information submitted for approval will be returned, within 7 days, with one of the following comments:
1. Approved as is.
 2. Approved with comments, revise and resubmit.
 3. Approved with comments, resubmittal not required.
 4. Not approved, revise and resubmit.
 5. Review not required.

3.3 PREPARATION

- A. Plans: Submit all plans within 30 days after contract award.
- B. Inspection Report: Include item inspected/cleaned, date, inspector's name, type of inspection, acceptance criteria, volume of water used to clean lines, volume of debris and rinsate collected and disposed of off site, name and address of the off-site disposal facility, and signature of responsible person. Submit to the Owner's Representative within 14 days after each cleaning event at each landfill and any additional landfills.

PART 4 - MEASUREMENTS AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. All work described above is considered incidental to the project. No separate pay item has been provided.

TABLE 01300-1

LISTING OF REQUIRED SUBMITTALS

SUBMITTAL	NO.	SCHEDULE	REFERENCE
Health and Safety Plan (HSP)	1	Submit 30 days after award of contract.	Section 01111, Paragraph 1.4, Item A.
Work Plan	2	Submit 30 days after contract award.	Section 02135, Paragraph 1.4, Item A.
Request to Mobilize	3	Submit after Submittal Nos. 1 and 2 are approved and 7 days prior to each cleaning of each site.	Section 02135, Paragraph 1.4, Item B.
Inspection Report	4	Submit 14 days after each cleaning event at each landfill.	Section 02135, Paragraph 1.4, Item C.

-- END OF SECTION --

RFQ# DEP13951

Bid Sheet

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

LCAP Leachate Collection System Maintenance Region One

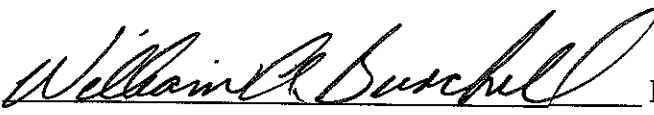
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	City of Buckhannon Landfill	LS	<u>\$ 8,210.00</u>
2.	Clarksburg Landfill	LS	<u>\$ 7,450.00</u>
3.	Marion County Landfill	LS	<u>\$ 19,780.00</u>
4.	Monongalia County Landfill	LS	<u>\$ 10,595.00</u>
5.	City of Morgantown Landfill	LS	<u>\$ 7,605.00</u>
6.	Preston County / Rehe Landfill	LS	<u>\$ 9,940.00</u>
7.	Wheeling Landfill	LS	<u>\$ 6,775.00</u>

Total Project Cost = \$ 70,355.00

Company Name ROBINSON PIPE CLEANING COMPANY

Name (printed) WILLIAM A. BURCHELL Title PRESIDENT

Address: ONE RAINEY ROAD P.O. BOX 396 EIGHTY FOUR, PA 15330

Signature  Date 11/12/07

RFQ# DEP13951**Bid Sheet**

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

LCAP Leachate Collection System Maintenance Region Two

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Berkeley County Landfill	LS	<u>\$20,835.00</u>
2.	Fayette County Landfill	LS	<u>\$6,860.00</u>
3.	Grant County / Petersburg Landfill	LS	<u>\$5,215.00</u>
4.	Hampshire County Landfill	LS	<u>\$8,115.00</u>
5.	Jefferson County Landfill	LS	<u>\$16,990.00</u>
6.	McDowell County Landfill	LS	<u>\$7,940.00</u>
7.	City of Montgomery Landfill	LS	<u>\$7,955.00</u>
8.	Wyoming County Landfill	LS	<u>\$11,090.00</u>
Total Project Cost =			<u>\$ 85,000.00</u>

Company Name ROBINSON PIPE CLEANING COMPANY

Address: ONE RAINEY ROAD, P.O. BOX 396 EIGHTY FOUR, PA 15330

Name (printed) WILLIAM A. BURCHELL Title PRESIDENT

Signature  Date 11/12/07

RFQ# DEP13951

Bid Sheet

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

LCAP Leachate Collection System Maintenance Region Three

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Central WV Refuse Landfill	LS	<u>\$9,795.00</u>
2.	Don's Disposal Landfill	LS	<u>\$17,150.00</u>
3.	ERO Landfill	LS	<u>\$21,315.00</u>
4.	Fleming Landfill	LS	<u>\$19,755.00</u>
5.	Jackson County Landfill	LS	<u>\$12,675.00</u>
6.	Kanawha Western Landfill	LS	<u>\$15,710.00</u>
7.	Mingo County Landfill	LS	<u>\$13,110.00</u>

Total Project Cost \$ 109,510.00

Company Name ROBINSON PIPE CLEANING COMPANY

Address: ONE RAINEY ROAD, P.O. BOX 396 EIGHTY FOUR, PA 15330

Name (printed) WILLIAM A. BURCHELL Title PRESIDENT

Signature  Date 11/12/07

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

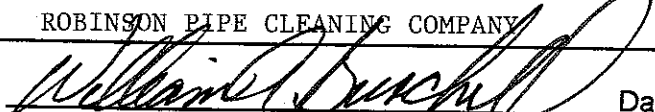
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: ROBINSON PIPE CLEANING COMPANY
 Authorized Signature:  Date: 11/12/07
 WILLIAM A. BURCHELL - PRESIDENT

OCT 31 2007



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13951

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**CHUCK BOWMAN
304-558-2157**

VENDOR
*709015009 412-228-5600
ROBINSON PIPE CLEANING COMPANY
PO BOX 396
EIGHTY FOUR PA 15330

SHIP TO
**ENVIRONMENTAL PROTECTION
DEPARTMENT OF
VARIOUS LOCALES AS INDICATED
BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/28/2007				

BID OPENING DATE: **11/14/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED FOR THE LEACHATE COLLECTION AND TRANSPORT FOR 22 LANDFILLS IN WV AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/23/2007.		
				ATTACHED ARE THE PRE-BID SIGN-IN SHEETS AND THE Q/A FROM THE MEETING.		
				BID DATE AND OPENING TIME REMAIN 11/14/07 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William D. Burchell</i>	TELEPHONE 724-228-5600	DATE 11/12/07
TITLE PRESIDENT	FEIN 25-1059421	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

002

RFQ # : DEP13951
 Project: Leachate Collection System
MTNC.

Bid Date: 11/14/07
 Pre-Bid Date: 10/23/07

Name : Kristi & Mike Shister
 Company: ABLE Construction LLC
 Address: HC 82 Box 203A
Marlinton WV
24954

Phone #: 304-799-4630
 Fax #: SAME
 Email : ableconstructionllc@
yahoo.com

Name : Brad Tyler
 Company: IUS Hydro
 Address: Po Box 457
Institute WV 25112

Phone #: 304-768-4307
 Fax #: 304-768-5596
 Email : brad.tyler@iusgroup.com

Name : Chris Truby
 Company: Robinson Pipe Cleaning Co
 Address: PO Box 396
Eighty Four PA 15330

Phone #: 724-228-5600
 Fax #: 724-228-0251
 Email : truby@robinsonpipe.com

Name : Brian McKnight
 Company: Robinson Pipe Cleaning
 Address: P.O. Box 396
Eighty Four PA 15330

Phone #: 724-228-5600
 Fax #: 724-228-5604
 Email :

Name : Pat Cunningham
 Company: Ten-A-Cool Co
 Address: RT 4 Box 253
Clarksburg WV 26301

Phone#: 304-783-5484
 Fax #: 304-783-5514
 Email :

Name : Paul Benjamin
 Company: WV DEP
 Address: 2031 Pleasant Valley Rd
Fairmont WV 26559

Phone#: 368-2880 Ext 3729
 Fax #: 368-3953
 Email : Pbenjamin@wvdep.usa

Name : Sherry Hale
 Company: DEP
 Address: 601 5th St SE
Charleston WV 25304

Phone#: 304 926 0499
 Fax #:
 Email : shale@wvdep.org

Name : Mike Carpenter
 Company: Carpenter Reclamation
 Address: P.O. Box 13015
Sissonville, WV 25360

Phone#: (304) 984-1115
 Fax #: (304) 984-2770
 Email : Rcarpen103@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

RFQ # : DEP13951
Project: Leachate Collection System
mtnc.

Bid Date: 11/14/07
Pre-Bid Date: 10/23/07

Name : Guy Turturice
Company: Veolia Environmental Svcs
Address: P.O. Box 126
Nitro, WV 25143

Name : _____
Company: _____
Address: _____

Phone #: 304-755-0105
Fax #: 304-755-0142
Email : Guy.Turturice@veoliaes.com

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax # : _____
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Phone# : _____
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Address: _____

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Address: _____

Phone #: _____
Fax # : _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

RECEIVED
2007 OCT 25 PM 2:44
PURCHASING DIVISION
STATE OF WV

DEP13951
Jetting Contract
Pre-bid Questions

004

1. How many jetting jobs will require a vac truck?
A vac truck must be available at each site to clean out the manhole they jet into.
2. Does the jetter have to be truck mounted?
Yes, specifications require: Cleaning equipment shall be truck-mounted for ease of operation. This pertains to the largest cleaning requirements along access roads. The bidder could use trailer mounted for the smaller jobs.
3. If I have a higher PSI on the jetter can it have a lower GPM?
No, equipment must meet these requirements: Cleaning equipment shall be capable of delivering a minimum pressure of 1,500 psi and delivering a minimum of 60 gpm at the nozzle's head.
4. What is the time line these have to be completed?
To meet regularity requirements we need these done by December 31st if time and weather allow.
5. Will someone be on the site to assure all work as being done correctly?
Yes, project managers are required to watch work being done.
6. Will contractor be responsible for B&O taxes?
In cities requiring B&O taxes it's the contractors responsibility.
7. This contract does not require a contractor's license, but the cities of Clarksburg and Morgantown do require a contractor's license. Will DEP have an agreement with these cities since DEP does not require one?
This is between cities and contractor.
8. Will there be another pre-bid meeting?
No
9. Will contractors be allowed to combine rinsate for several jobs for disposal?
Yes, if disposal facility allows it.
10. At Rehe landfill will contractor dispose of rinsate or will it be discharged to tank?
It can be discharged to the tank.
11. Will mowing be done before jetting is done?
We do not know at this time.
12. Will certified payrolls be required?
Yes
13. Will the contractor be responsible for transporting water to the site?
There should be water on site or nearby.
14. Does water brought to the site need to be removed from the site?
Removal is on a case by case basis. Some sites have on-site disposal. Some sites, such as in the Fairmont area, will need the water transported to disposal sites. In this case, the contractor will need to obtain permits.