



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

State of West Virginia
 Request for Quotation

Proc Folder: 112830

Doc Description: Open-end contract to collect and conduct water sample tests

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-28	2015-06-30 13:30:00	CRFQ 0313 DEP1500000109	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Acculab, Inc.
 167 Stollings Ave.
 Logan, WV 25601

07/16/15 13:20:06
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X

Chris Ellis

FEIN #

55-0711201

DATE

7-16-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Item 1.0 Ph	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 1.0 Ph

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Item 2.0 Temperature	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 2.0 Temperature

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Item 3.0 Flow	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 3.0 Flow

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Item 4.0 Total Hot Acidity	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 4.0 Total Hot Acidity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Item 5.0 Mineral Acidity	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 5.0 Mineral Acidity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Item 6.0 Total Alkalinity	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 6.0 Total Alkalinity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Item 7.0 Total Fe	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 7.0 Total Fe

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Item 8.0 Dissolved Fe	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 8.0 Dissolved Fe

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Item 9.0 Total Mn	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 9.0 Total Mn

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Item 10.0 Dissolved Mn	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 10.0 Dissolved Mn

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Item 11.0 TSS	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 11.0 TSS

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Item 12.0 TDS	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 12.0 TDS

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Item 13.0 Specific Conductance	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 13.0 Specific Conductance

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Item 14.0 Sulfates	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 14.0 Sulfates

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Item 15.0 Total Al	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 15.0 Total Al

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Item 16.0 Dissolved Al	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 16.0 Dissolved Al

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Item 17.0 Total Antimony	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 17.0 Total Antimony

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Item 18.0 Total Arsenic	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 18.0 Total Arsenic

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Item 19.0 Total Beryllium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 19.0 Total Beryllium

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Item 20.0 Total Cabmium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 20.0 Total Cabmium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Item 21.0 Total Chromium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 21.0 Total Chromium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Item 22.0 Total Copper	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 22.0 Total Copper

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Item 23.0 Total Lead	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 23.0 Total Lead

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Item 24.0 Total Mercury	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 24.0 Total Mercury

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Item 25.0 Total Nickle	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 25.0 Total Nickle

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Item 26.0 Total Selenium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 26.0 Total Selenium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Item 27.0 Total Silver	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 27.0 Total Silver

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Item 28.0 Total Zinc	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 28.0 Total Zinc

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Item 29.0 Total Thallium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 29.0 Total Thallium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Item 30.0 Total Cyanide	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 30.0 Total Cyanide

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Item 31.0 Total Phenols	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 31.0 Total Phenols

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Item 32.0 Total Nitrates/Nitrites	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 32.0 Total Nitrates/Nitrites

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Item 33.0 Total Sodium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 33.0 Total Sodium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Item 34.0 Dissolved Calcium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 34.0 Dissolved Calcium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Item 35.0 Dissolved Magnesium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 35.0 Dissolved Magnesium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Item 36.0 Dissolved Potassium	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 36.0 Dissolved Potassium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Item 37.0 Dissolved Bicarbonate	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 37.0 Dissolved Bicarbonate

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Item 38.0 Dissolved Carbonate	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 38.0 Dissolved Carbonate

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Item 39.0 Dissolved Phosphate	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 39.0 Dissolved Phosphate

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Item 41.0 Labor per site visit	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 41.0 Labor per site visit

	Document Phase	Document Description	Page
DEP1500000109	Final	Open-end contract to collect and conduct water sample tests	18 of 18

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 12, 2015 at 5:00PM, EST

Submit Questions to: Beth A. Collins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: beth.a.collins@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

June 30, 2015 at 1:30PM, EST

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on contract award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:** In the amount of \$250,000.00
_____ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

- Automobile Liability:** \$250,000.00

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____
for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
Water Sampling

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for water testing services at trend stations throughout coal regions as listed on Attachment A and other locations that may be added at a later date.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“DEP”** means the West Virginia Department of Environmental Protection.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Collect and conduct laboratory analysis of water samples at approximately 250 site locations throughout the state of West Virginia.**
 - 3.1.1.1 Sampling must be conducted on a monthly basis for Items 1 through 16 on the bid schedule and on a quarterly basis for items 17 through 39.
 - 3.1.1.2 Item 41 includes all costs to collect sample from each site. A list of sites is referenced in Attachment A and sampling sites may be viewed at the DEP Website:

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Water Sampling

<http://tagis.dep.wv.gov/mining/> Other sites may be added at a later date by formal written change order.

- 3.1.1.3 All test results are to be submitted monthly electronically via e-mail to DEP, 601 57th Street, SE, Charleston WV 25304. The protocol for these submissions will be provided by DEP.
- 3.1.1.4 The vendor must be a West Virginia Certified laboratory. Only WV Certified Labs may bid. Proof of certification must be provided prior to award, but preferably with the bid.
- 3.1.1.5 All required methods for the parameter analysis in the monthly and quarterly basis groups must be EPA approved methods.
- 3.1.1.6 Vendor must detect lowest water quality standards as contained in 46CSR1. 46CSR1 can be found at:
<http://apps.sos.wv.gov/adlaw/csr/readfile.aspx?DocId=7120&Format=PDF>

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by indicating their unit price for each item noted 1-41 and extend those unit prices by multiplying the unit price by the quantity listed and inserting that extended price in the column titled "Total". The total at the bottom of the schedule should be the total extended sum of the lines 1-41. Vendors are to make no other calculations on this bid schedule (i.e. Monthly, quarterly, of yearly

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costs). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated Purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

5 Ordering Procedure:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 20 working day after orders are received. Vendor shall deliver emergency orders within N/A after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must

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first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Karen Huckeby
Telephone Number: (304) 752-6798
Fax Number: (304) 752-5933
Email Address: Khuckeby@h2olab.net

Attachment A
DEP16028
Current Site Locations

	A	C	D	E	J
1	station id	station desc	latitude	longitude	surf elev
2	TS1	DRY FK CR-9 off Rt 16, 400 ft above Andys Wrecker @ gas well	37.275083	81.666889	1287.00
3	TS2	JACOB FORK 400' upstream of Big Creek Branch	37.289794	81.650000	1356.00
4	TS3	BIG CK Rt. 16 below CR-9 first long hollow on left	37.290750	81.651139	1977.00
5	TS4	TUG FK/SOUTH FK/ 1.2 miles off 103 on 161 South, 200 ft upstream of golf course	37.330881	81.478361	1552.00
6	TS5	BIG SANDY RIVER/TUG FK 0.4 miles up 161 N from 103, right hand turn to metal bridge	37.336389	81.477306	1523.00
7	TS6	MIDDLE FK CK 0.2 miles south of Bradshaw Rt 83 Metal Bridge	37.343861	81.806833	1338.00
8	TS7	BLUESTONE RIVER R7 in above 1st one lane bridge 3rd house on right	37.355833	81.246444	2298.00
9	TS8	WIDE MOUTH CK off Rt 71 on Browning School Rd 200 ft above green bridge	37.377833	81.231389	2276.00
10	TS9	DRY FK Rt 80, 150 below Garwood Metal Bridge	37.401722	81.784556	1345.00
11	TS10	ELKHORN CK off US52W @ Northfork City Limit @ RR Track	37.420139	81.440389	1583.00
12	TS11	SITE 11	37.419556	81.590444	
13	TS12	BEAVER CK 41 north CR-8	38.316865	80.650256	2264.00
14	TS13	RICH CK RD in Spanishburg to Lusk Hollow Rd	37.544556	81.135444	2138.00
15	TS14	CLEAR FK off US 52 @ crossing	37.450333	81.738694	1287.00
16	TS15	PANTHER CK Downstream of Panther State Forest entrance on CR-3-3	37.463861	81.890583	1345.00
17	TS16	PENNICAL CK 16 South up Pennical CK Rd	37.552361	81.506083	1462.00
18	TS17	TBA			
19	TS18	BEN CK just above Tug River @ last blue steel bridge	37.544556	81.962611	874.00
20	TS19	BARKERS CK Rt 10 between Tralee Computer Elmp bridge	37.558472	81.402139	1487.00
21	TS20	INDIAN CK Intersection left @ Nite Branch Rd	37.553889	81.622722	1322.00
22	TS21	GUYANDOTTE RIVER Rt 97 east 2.0 miles past Glover 750' below Kepler Proces.	37.579306	81.571944	1231.00
23	TS22	HUFF CK US Rt 52 2 miles before Mingo Co. 400' below drag strip	37.584111	81.814278	1082.00
24	TS23	SLAB FK Rt 54 Left Hand turn before 1st bridge into Mullens	37.600306	81.380944	1525.00
25	TS24	ROCK CASTLE CK behind Dairy Queen in Pineville	37.588306	81.533833	1274.00
26	TS25	DEVILS CK Rt 16 Amigo 2nd Alley on Devils CK Town	37.596833	81.319333	1635.00
27	TS26	WINDING GULF left hand turn off after Byrd Privillamen School 0.3 miles US	37.607250	81.320000	1607.00
28	TS27	TOMMY CK Under bridge on CR-33 off Rt 16	37.602972	81.313278	1629.00
29	TS28	LAUREL CK 0.5 miles below 3rd bridge from Sun Hill	37.612278	81.723528	1293.00
30	TS29	HORSEPEN CK just above Dentist Office & Used Car Lot cross bridge @ grey/red DW	37.612694	81.882056	891.00
31	TS30	BIG CUB CK 350' below Sturgeon Bridge 1.2 miles below Coal Mt	37.649389	81.770000	1190.00
32	TS31	BELOW GEORGE ALLEN BR behind Estapp house in N.Matewan	37.624778	82.152278	623.00
33	TS32	LAUREL FK. Cr-1 Glenn Fk below Baptist Temple	37.694111	81.535833	
34	TS33	CLEAR FK Oceana, Hatcher across from Storage Buildings	37.695500	81.618833	1170.00
35	TS34	PIGEON CK above Rockhouse fk in Delbarton beside funeral home	37.705167	82.185139	769.00

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Current Site Locations

	A	C	D	E	J
			37.711306	82.175444	783.00
36	TS35	ABOVE PIGEON CK in Delbarton by blue bridge	37.729306	81.795333	933.00
37	TS36	HUFF CREEK 50yds below Gilman Bottom bridge	37.738750	81.210833	1635.00
38	TS37	PINEY CK CR-18 Cedar above water crossing (100')	37.753917	82.000222	891.00
39	TS38	OMAR Logan Co.	37.756417	81.155444	2145.00
40	TS39	BEAVER CK Intersection of Sullivan Rd & US 19 @ Glen Morgan US of RR Tressel	37.704194	81.052667	2700.00
41	TS40	GLADE CK Pluto Rd @ bridge @ Beckley Water Co.	37.766684	80.866801	1521.00
42	TS41	LAUREL CK CR-7 near Sandtone Murphy Farm	37.771639	81.831278	840.00
43	TS42	ACCOVILLE above right fk of Buffalo Ck.	37.779194	81.372167	187.00
44	TS43	COAL RIVER/MARSH FK off Rt 89 on Posey-Saxon Rd @ propane tank	37.775361	82.218563	660.00
45	TS44	ABOVE PIGEON CK on Day Star Rd @ 2nd ck crossing across rd from brown & tan trailer	37.633421	80.800246	1560.00
46	TS45	LICK CK I-64 exit 143 @ Green Sulphur Springs	37.807028	82.273278	627.00
47	TS46	LAUREL FK below right fk above Lenore across rd from blue mobile home	37.812750	81.934389	736.00
48	TS47	LOGAN near mouth of Rum Creek	37.800226	80.916778	1510.00
49	TS48	MEADOW CK CR-7 Exit 139 I-64	37.824528	81.414583	1672.00
50	TS49	SANDLICK RD off Rt 3 to CR-3-9 Pine Branch Rd 1st bridge	37.837167	81.961833	740.00
51	TS50	DINGESS RUN 500yds above Tops	37.846167	81.093278	778.00
52	TS51	PINEY CK Foot of Bat off Mt on 41N Sharp Curve Right turn 500' Upstream	37.844111	82.019111	756.00
53	TS52	COPPERAS MINE FK above Mud Fk behind Rich gas station	37.852250	81.045167	1272.00
54	TS53	LAUREL CK in Fayette CO @ Quiniment Railroad Yard	37.846972	82.004694	721.00
55	TS54	COPPERAS MINE FK near conf w/Guyandotte river behind Logan Auto Parts	37.859611	82.382667	640.00
56	TS55	MARROWBONE CK downstream in curve across from sawmill	37.878278	81.528556	888.00
57	TS56	COAL RIVER/MARSH FK abandon house beside football field @ Marsh Fk	37.888444	81.671389	899.00
58	TS57	POND FK Rt 85 Barrett across from Metal bridge above school	37.920389	81.829639	800.00
59	TS58	SPRUCE CK downstream above Monclo of Beech Fk	37.920417	81.266333	778.00
60	TS59	PAINT CK CR-rtc 23 North of Pax @ Concrete Bridge	37.916819	80.650214	2463.00
61	TS60	METHODIST BR Hunter Rd 60/2 Near Crawley			
62	TS61	MEADOW RIVER @ Crawley inside Meadow River Wildlife Management area	37.931028	81.129278	779.00
63	TS62	DUNLOUP CK in Harvey @ Franks Bait Shop			
64	TS63	LITTLE CLEAR CK Bridge on Rt 60 Shawkers Crossing	37.944720	81.803778	813.00
65	TS64	SPRUCE CREEK downstream	37.952083	81.426194	
66	TS65	BIG COAL RIVER/CLEAR FK 9 miles up Clear Fk Rd @ Pentacostal Church	38.957833	82.341194	785.00
67	TS66	TWELVE POLE CK west fork behind turkey creek church			
68	TS67	BOGGS CK in Rainelle @ 13th Street Bridge			
69	TS68	SEWELL CK in city limits of Rainelle @ Rite Aid			
70	TS69	CRAWLEY CK below conf. Of Mill Fk. Justice	37.966944	82.038778	570.00
71	TS70	HEWITT CK downstream above Jeffrey Post Office	37.970667	81.825639	821.00

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	A	C	D	E	J
72	TS71	WEST FK Gordan 0.2 miles above Whites Bridge @ "the grill"	37.976333	81.696917	899.00
73	TS72	SMOKY BR Glade Ck in Babcock State Park			
74	TS73	BIG CREEK Downstream	38.006806	82.029056	574.00
75	TS74	BIG CLEAR CK @ Rupert on Anjean Rd CR-1 Private bridge across RR tracks			
76	TS75	TWELVE POLE CK east fork below McComas Branch	38.012861	82.305139	584.00
77	TS76	BIG HARTS CK behind Harts High Sch. Lower parking lot	38.020750	82.128417	672.00
78	TS77	MEADOW RIVER Corliss Rd CR-10 Near Hilton Village			
79	TS78	SPRUCE CK downstream @ Madison on Haddad Street	38.055333	81.827611	740.00
80	TS79	POND FK 0.5 miles off Rt 85 across from Madison Pool	38.054833	81.817056	747.00
81	TS80	SPRING CK 219 South CR-5 to CR 5-1 on left	38.049833	80.353083	1844.00
82	TS81	WOLF CK @ Fayette Station below New River Gorge Bridge	38.050234	81.066916	
83	TS82	WHITE OAK CK Rt 3 orgas 500' up White Oak Ck Rd	38.063750	81.570333	801.00
84	TS83	KIAH CK Threshold site just above East Lynn Lake	38.166639	82.294806	584.00
85	TS84	COAL FK Laurel Rd from Prenter Rd 1st one lane bridge	38.069556	81.644361	779.00
86	TS85	BRACKENS CK @ Ruseville Rt 41N	38.066782	80.883534	2193.00
87	TS86	BIG COAL RIVER Prenter Rd 3.2 miles Double Wide Trailer	38.077028	81.632028	781.00
88	TS87	BIG UGLY near mouth of creek @ gas pump station	38.082000	82.125639	657.00
89	TS88	LOOP CK off Rt 61 above Robson	38.100001	81.233548	
90	TS89	LAUREL CK off Rt 16 Near Cotton Hill	38.100123	81.800269	
91	TS90	CABIN CK RD. Kanawha downstream Cabin Ck. above Coal Fk	38.105667	81.446670	781.00
92	TS91	MILL CK @ Ansted	38.116710	81.100213	876.00
93	TS92	MILL CK downstream off US 52 bridge near Fort Gay	38.115917	82.582222	567.00
94	TS93	ANGLINS CK Rt. 41 N above Nollen @ Widerness PSD	38.133438	80.883374	2193.00
95	TS94	ARMSTRONG CK off Rt 61 on CR 61-24	38.133481	81.283496	620.00
96	TS95	HOMINY CK 20 South CR-13 @ CR 13-6 Make right @ Bridge	38.145389	80.718444	2373.00
97	TS96	PAINT CK downstream below Livingston	38.157722	81.406472	712.00
98	TS97	MUD RIVER cross upper bridge cross lake head waters @ turn left down gravel rd to ck	38.132444	82.041417	791.00
99	TS98	BIG HORSE CK turn US @ rd just before low water bridge @ pumpstation	38.165389	81.868194	645.00
100	TS99	BRUSHY MEADOW CK 20 South	38.170528	80.689444	1844.00
101	TS100	LEFT FK MUD RIVER below Whittens Church @ wooden walk bridge above lake	38.155556	82.023167	813.00
102	TS101	EAST LYNN lower water bridge	38.162333	82.390222	583.00
103	TS102	SMITHERS CK downstream on Cannelton Rd	38.186444	81.298722	652.00
104	TS103	CHERRY RIVER Johnson Rd to dirt Rd straight ahead on left	38.191444	80.468222	1844.00
105	TS104	LAUREL CK 55 east, west 39-14 straight ahead			
106	TS105	HURRICANE CK Downstream US Rt.52	38.192500	82.579389	580.00
107	TS106	LITTLE LAUREL CK 39 east CR 39-18 on left			

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Current Site Locations

	A	C	D	E	J
108	TS107	BIG BRANCH crossing below town of Wayne	38.202444	82.457389	530.00
109	TS108	KELLYS CREEK downstream	38.221944	81.426056	617.00
110	TS109	WITCHER CK downstream	38.226222	81.680472	609.00
111	TS110	CHERRY RIVER 39 east right outside of Richwood on Johnson Rd	38.216833	80.516757	2235.00
112	TS111	DEER CK 39 east CR 39-22 on off Rd			
113	TS112	LENS CREEK downstream	38.232722	81.571194	645.00
114	TS113	GAULEY RIVER Twenty mile Ck above Gauley Bridge	38.233432	81.183337	
115	TS114	BRIER CK 119 south CR-15	38.239583	81.770889	678.00
116	TS115	TBA			
117	TS116	PETERS CK @ Drennen below junction of Rt 39 & Rt 129	38.250251	81.016669	
118	TS117	GAULEY RIVER /Panther Ck 39 west up Rd on Right	38.267667	80.071750	1844.00
119	TS118	TWENTY MILE CK upstream site	38.283360	81.133401	
120	TS119	CRANBERRY RIVER 55 east 94-5 stay left to river			
121	TS120	ELKHORN CK Upstream from Big Lots off US 52 @ RR Switch	37.432639	81.567944	1329.00
122	TS121	CAMPBELLS CK downstream	38.312722	81.539278	630.00
123	TS122	WHITES CK CR-19 Wayne Co. just above little White Church Carey farm	38.283473	82.533358	611.00
124	TS123	WILLIAMS RIVER/Sugar Ck CR-46 off US 150 first one lane bridge	38.332639	80.225222	3125.00
125	TS124	BLUE CK above Elkview on CR-57	38.416893	81.433449	767.00
126	TS125	BLUE CK above Sanderson Kawawha Co. on CR-57	38.350171	81.350189	876.00
127	TS126	GAULEY RIVER 55 west to lod 19 on left on old RR			
128	TS127	WILLIAMS RIVER 20 north CR-46 take Rt to National Forest	38.383500	80.499417	2247.00
129	TS128	GAULEY RIVER CR-46 Forest Rd 234	38.356778	80.518472	2231.00
130	TS129	ELK RIVER US 219 Slaty Fk @ Beckwith Lumer Co. Left Side	38.415028	80.126528	2563.00
131	TS130	ELK RIVER/BIG SPRING FK US 219 Slaty Fk @ Beckwith Lumer Co.	38.416778	80.126056	2513.00
132	TS131	GAULEY RIVER 20 South get on CR-42 Just above Turkey Ck	38.424611	80.352917	2878.00
133	TS132	SYCAMORE CK trib of Elk River near Big Sycamore	38.416821	81.166795	877.00
134	TS133	LEATHERWOOD CK near Hartland CR 16-3	38.416926	81.083562	578.00
135	TS134	LITTLE FK off CR-46 to Little Camping Area	38.338278	80.375444	2397.00
136	TS135	BUFFALO CK @ Clay trib of Elk River of CR-11	38.450102	81.066711	770.00
137	TS136	BUFFALO CK office CR 15-4 dirt roak beside bridge .10 mile	38.433568	80.916792	
138	TS137	LILY FK BUFFALO @ Clay on old Surface Mine Rd	38.433493	81.033566	
139	TS138	FALLING ROCK CK CR-83 Reamer Rd cross bridge in Clendenin turn right	38.450216	81.383470	608.00
140	TS139	LEATHERWOOD CK 0.5 miles up CR 26-4 @ Bergoo	38.482000	80.299750	1801.00
141	TS140	BIRCH RIVER CR-82 pass CR 1-9 on right	38.483564	80.716806	
142	TS141	ELK RIVER CR-26 from Rt 15 3.0 miles past Bergoo	38.501389	80.278833	2132.00
143	TS142	LAUREL CK 20 south CR-9 to Erbacon Rt Rd just before RR tracks	38.528083	80.577917	2878.00

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Current Site Locations

	A	C	D	E	J
144	TS143	BLACK FK of Elk River CR-26 from Webster Springs foot bridge	38.510972	80.362861	2099.00
145	TS144	STRANGE CK CR-40 by 3rd bridge	38.550143	80.883511	
146	TS145	GRASSY CK Rt 20 @ concrete bridge below Rt 20 & 15 Intersection	38.559694	80.451139	1357.00
147	TS146	LITTLE BIRCH RD CR-38 to first bridge beside bridge	38.550202	80.766785	
148	TS147	HOLLY RIVER Rt Fk beside store @ Rt 20 & 15 Intersection	38.563417	80.444861	1334.00
149	TS148	SUGAR CK CR-18 from Rt 20 CR 18-3 @ Skelt Near Powerlines	38.570722	80.309500	2152.00
150	TS149	BIRCH RIVER on CR 40-8 near low water crossing	38.583426	80.866761	
151	TS150	LEFT FK HOLLY RIVER Rt 20 above Hacker Valley CR-3 @ State Road Garage	38.652556	80.380972	1504.00
152	TS151	HOLLY RIVER 15 east to Holly on Gerald R Freeman Campground	38.671361	80.542833	988.00
153	TS152	RIGHT FK OF LITTLE KANAWHA CR 50-6 from Rt 20 3.1 miles upstream from last house in wildcat	38.744111	80.451278	1029.00
154	TS153	BUCHANNON RIVER RT FK CR 11-17 to CR-44 metal bridge to church	38.743806	80.236167	2088.00
155	TS154	LF FK RT FK BUCHANNON CR-11-17 to CR 11-20 0.9 miles on right	38.747278	80.235250	1973.00
156	TS155	LITTLE KANAWHA River off 20 north on County Rt 46	38.770222	80.379556	870.00
157	TS156	LF FK BUCHANNON CR-11 from French Ck to Alexander old RR yard	38.780833	80.217167	1983.00
158	TS157	MIDDLE FK RIVER CR-46 from Mill Ck to CR-34 1.6 miles from turn off	38.791889	80.030811	2124.00
159	TS158	SALTICK CK CR-5 below Burns Run Rd	38.800207	80.666703	791.00
160	TS159	KNAWLES CK @ Burnsville Lake in WMA	38.816834	80.516889	874.00
161	TS160	MIDDLE FK RIVER CR-46 from Mill Ck to CR-34 to Cassity after bridge	38.826444	80.035139	1996.00
162	TS161	LITTLE KANAWHA River below Burnsville Dam	38.833572	80.633346	791.00
163	TS162	OIL CK @ Burnsville on CR-1	38.850242	80.650012	791.00
164	TS163	UPSHUR CO. CR 30-5 @ first bridge			
165	TS164	MIDDLE FK RT FK Co. line on 151 CR-28 to White House about 2 miles	38.896333	80.113694	1898.00
166	TS165	WEST FK RIVER 19 North get off on CR-44 @ bridge	38.869333	80.457722	870.00
167	TS166	INDIAN CK CR-13 in Gilmer Co.	38.916672	80.683371	765.00
168	TS167	ROARING CK US 33 to Norton on Rt 151 CR 5-5 across new bridge 450' US	38.933222	79.951472	1916.00
169	TS168	SANDY FK CR-11 towards Dolan beside bridge @ pull off	38.933603	80.666744	
170	TS169	UPSHUR CO. Rt 20 to Tennerton turn to CR-9 @ school-metal bridge	39.968472	80.230472	1437.00
171	TS170	LENDING CK Old US 219 below Whyte @ Mountian State Memorial Gardens	38.984306	79.836111	1409.00
172	TS171	SKIN CREEK CR-30 Stonewall	38.929167	80.421583	1109.00
173	TS172	GLADYS FK RD Below Gaston Rt. 33/119	39.025639	80.421583	1071.00
174	TS173	SAND RUN US 33 from Buchannon to CR-3;CR-8 left hand turn @ concrete bridge	39.018778	80.131833	1435.00
175	TS174	WEST FK RD CR-12 towards Jackson Mill @ USGS site	39.083456	80.466882	
176	TS175	FREEMANS CK CR-12 across from Jackson Mill 4th Camp	38.083516	80.466751	
177	TS176	ELK CK Beside I-79 Near Jan Lew	39.108389	80.540278	998.00
178	TS177	NORTH FK BLACK WATER River @ Douglas on CR-27	37.116818	79.516693	2797.00
179	TS178	BLACKWATER RIVER Davis on Delta Road 1	39.133338	79.400153	3220.00

Attachment A
DEP16028
Current Site Locations

	A	C	D	E	J
180	TS179	BEAVER CK off Rt 93	37.150014	79.433409	3208.00
181	TS180	HOLLIICK RUN RD Near Jane Lew	39.144722	80.461167	1011.00
182	TS181	LAUREL CK/SUGAR CK CR 92-12;CR 5-8 @ concrete bridge	39.143806	79.960000	1409.00
183	TS182	GNATTY CK Romines Mills CR-20 from Lost Ck	39.175194	80.272056	1068.00
184	TS183	ELK CK @ bridge on Rt 20 & Rt 57 Intersection	39.182556	80.272861	1070.00
185	TS184	LOST CK between West Milford & Lost Ck Rt 270	39.186972	80.395222	989.00
186	TS185	HORSESHOE RUN below Lead Mine on CR-9	39.183366	79.583511	1749.00
187	TS186	TETER CK Rt 92 1.1 mile north of Nestorville	39.191167	79.915083	1394.00
188	TS187	BRUSHY FK above Stonewood, right hand road above town	39.175194	80.307139	1032.00
189	TS188	STONEY RIVER above Mt. Storm Rt 50 West	39.266724	79.250186	
190	TS189	BEARDS RUN Rt 77 1/4 cross rr tracks turn left field above trailers	38.278472	80.203917	1068.00
191	TS190	LITTLE WOLF CK St. George Rd CR-110 off Rt 50 E	39.284278	79.625694	1509.00
192	TS191	TEN MILE RD CR 5-9 Salem Fk Rd	39.300013	80.483369	
193	TS192	SANDY CK off St Rt 92 on old 92-13 CR gravel Rd 3/4 mile to site	39.293581	79.883364	
194	TS193	LITTLE SANDY CK off old 92-16 on gravel Rd to pasture	39.300173	79.883408	
195	TS194	BUFFALO CK Macomber @ intersection of Rt 72 & Rt 50	39.320333	79.691278	1448.00
196	TS195	THREE FK CK Beside CSX yard USGS stream station on curve in bridge	39.333416	79.983497	
197	TS196	SALT LICK CK Rowlesburg on CR-51 Salt Lick Rd	39.359250	79.661778	1524.00
198	TS197	LITTLE TEN MILE CK CR-9 @ intersection bridge to Rt 20	39.350170	80.383365	
199	TS198	ABRAM CK Hartmanville Rd CR-2			
200	TS199	TEN MILE CK CR-8 to water street behind ball field	39.366822	80.333503	
201	TS200	RACoon CK CR-7 to dirt rd in curve to train bridge	39.383451	79.883538	
202	TS201	BOOTHs CK @ Eldona from Nog Lick Run	39.419000	80.210333	1053.00
203	TS202	SNOWY CK Corinth off Russ Deberry Rd CR-98	39.429389	79.508083	
204	TS203	LONG RUN CR-8 uphill past Feather Hill Rd 1st wide spot on left	39.416866	80.283517	973.00
205	TS204	THREE FORK CK CR-35 from 33 on dirt road over hill	39.433487	79.833447	
206	TS205	BUFFALO CK CR off 250-31 @ bridge	39.500106	80.150068	
207	TS206	PRICKETT CK 1.4 miles to 1st bridge towards Prickett State Park	39.500156	80.083334	
208	TS207	MUDDY CK Beech Run Rd Teters Campground	37.522083	79.654833	1429.00
209	TS208	BUFFALO CK off CR-1 Near Train Crossing	39.516815	80.350265	
210	TS209	PYLES FK US 250 N @ Mannington on Pyles Rd	39.533379	80.333505	
211	TS210	PAW PAW CK CR-17 across from Baxter Ball Park	39.533503	80.133519	
212	TS211	WHITEDAY CK @ Opekiska	39.550051	80.033519	920.00
213	TS212	LITTLE INDIAN CK CR-5 left pass 2nd bridge	39.566708	80.066886	
214	TS213	BOOTHs CK Boat launch ramp @ Offington locked gate left side of CR73	39.583337	79.966826	906.00
215	TS214	DECKERS CK Rock forge beside Rt7 on rt @ gasline town of Dellslow	39.583551	79.850223	1360.00

Attachment A
DEP16028
Current Site Locations

	A	C	D	E	J
216	TS216	BIG SANDY CK CR-73 to CR 73/11 Goss Run	38.633590	79.666805	973.00
217	TS216	LITTLE SANDY CK Brandonville Pike Rd CR-3	39.633511	79.600045	963.00
218	TS217	LAUREL RUN CR-14 from Laurel Run Community take rural 4X4 path	39.638361	79.701639	973.00
219	TS218	HAZEL RUN	39.650174	79.683427	1200.00
220	TS219	FISH CK 2nd bridge up hollow on right across from old house	39.683381	80.500132	981.00
221	TS220	FISH CK above town Hundred in curve @ fairgrounds below conf. Of Browns run	39.683534	80.500001	941.00
222	TS221	WV FORK front of 906 Shamrock rd Parrish Fark on Dunkard Ck	39.716744	80.266789	1002.00
223	TS222	TBA			
224	TS223	TBA			
225	TS224	LYNN CAMP RUN above low water bridge @ 1st white house in front of red barn	39.750204	80.700058	851.00
226	TS225	FISH CK Cameron Ridge, CNR plant behind it	39.750253	80.633543	778.00
227	TS226	GRAVE CK Moundsville Gun Range across low water bridge @ old landfill	39.850129	80.716855	834.00
228	TS227	MIDDLE GRAVE CK left hand @ end of Wades Trailer park @ Moundsville	39.900187	80.733418	801.00
229	TS229	BIG WHEELING beside CR-7 uphill gate on right follow to creek	39.966702	80.600002	803.00
230	TS230	MIDDLE WHEELING above Wagner Add. Rd across from 2 story brick home	40.033662	80.616933	867.00
231	TS231	LITTLE WHEELING Beside Rt 40 east near Tridelphia	40.050024	80.616941	625.00
232	TS232	SHORT CK Near Windsor Heights off Rt 2 Brooke County	40.183347	80.666697	689.00
233	TS233	BUFFALO CK below the conf. Of Pierce Run Brooke County	40.233509	80.583551	757.00
234	TS234	HARMON CK below Weirton WV Brook CO.	39.716671	80.150278	784.00
235	TS235	DUNKARD CK below Randolph run near Pentress	39.716671	80.150278	973.00
236	TS236	DENTS RUN in Granville site across from Dunlany oil Building	39.633444	79.983436	796.00
237	TS237	SCOTTS RUN Osage across river from Starr City Morgantown under bridge	39.650180	80.000078	963.00
238	TS238	CLEAR FK 0.9 miles up clear Fk Rd end guard rail	37.963389	81.524361	868.00
239	TS239	SLAUGHTERS CK downstream under I-64 bridge	38.192722	81.499639	643.00

**WEST VIRGINIA
SECRETARY OF STATE
BETTY IRELAND
ADMINISTRATIVE LAW DIVISION**

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2005 MAY -6 A 10:31

OFFICE WEST VIRGINIA
SECRETARY OF STATE

Form #6

**NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED
BY THE WEST VIRGINIA LEGISLATURE**

AGENCY: WV Environmental Quality Board TITLE NUMBER: 46

AMENDMENT TO AN EXISTING RULE: YES NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: ONE

TITLE OF RULE BEING AMENDED: Requirements Governing Water Quality Standards

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: _____

TITLE OF RULE BEING PROPOSED: _____

THE ABOVE RULE HAS BEEN AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE.

AUTHORIZATION IS CITED IN (house or senate bill number) HB2773

SECTION 64-3-2, PASSED ON April 8, 2005

THIS RULE IS FILED WITH THE SECRETARY OF STATE. THIS RULE BECOMES EFFECTIVE ON THE
FOLLOWING DATE: June 30, 2005


Authorized Signature

513.20

**TITLE 46
LEGISLATIVE RULES
ENVIRONMENTAL QUALITY BOARD
SERIES 1
REQUIREMENTS GOVERNING WATER
QUALITY STANDARDS**

FILED

2005 MAY -6 A 10:32

**OFFICE WEST VIRGINIA
SECRETARY OF STATE**

§46-1-1. General.

1.1. Scope. -- These rules establish requirements governing the discharge or deposit of sewage, industrial wastes and other wastes into the waters of the state and establish water quality standards for the waters of the State standing or flowing over the surface of the State. It is declared to be the public policy of the State of West Virginia to maintain reasonable standards of purity and quality of the water of the State consistent with (1) public health and public enjoyment thereof; (2) the propagation and protection of animal, bird, fish, and other aquatic and plant life; and (3) the expansion of employment opportunities, maintenance and expansion of agriculture and the provision of a permanent foundation for healthy industrial development. (See W. Va. Code §22-11-2.)

1.2. Authority. -- W. Va. Code §22B-3-4

1.3. Filing Date. - May 6, 2005

1.4. Effective Date. - June 30, 3005

§46-1-2. Definitions.

The following definitions in addition to those set forth in W. Va. Code §22-11-3, shall apply to these rules unless otherwise specified herein, or unless the context in which used clearly requires a different meaning:

2.1. "Board" is the Environmental Quality Board.

2.2. "Chief" is the Chief of the Office of Water Resources of the West Virginia Division of Environmental Protection.

2.3. "Conventional treatment" is the treatment of water as approved by the West Virginia Bureau for Public Health to assure that the water is safe for human consumption.

2.4. "Cumulative" means a pollutant which increases in concentration in an organism by successive additions at different times or in different ways (bio-accumulation).

2.5. "Designated uses" are those uses specified in water quality standards for each water body or segment whether or not they are being attained. (See sections 6.2 - 6.6, herein)

2.6. "Director" is the Director of the West Virginia Division of Environmental Protection.

2.7. "Dissolved metal" is operationally defined as that portion of metal which passes through a 0.45 micron filter.

2.8. "Existing uses" are those uses actually attained in a water body on or after November 28, 1975, whether or not they are included in the water quality standards.

2.9. The "Federal Act" means the Clean Water Act (also known as the Federal Water Pollution Control Act) 33 U.S.C. § 1251 - 1387.

2.10. "High quality waters" are those waters whose quality is equal to or better than the minimum levels necessary to achieve the national water quality goal uses.

2.11. "Intermittent streams" are streams which have no flow during sustained periods of no precipitation and which do not support aquatic life whose life history requires residence in flowing waters for a continuous period of at least six (6) months.

2.12. "Outstanding national resource waters" are those waters whose unique character, ecological or recreational value or pristine nature constitutes a valuable national or State resource.

2.13. "Natural" or "naturally occurring" values or "natural temperature" shall mean for all of the waters of the state:

2.13.a. Those water quality values which exist unaffected by, -- or unaffected as a consequence of -- any water use by any person; and

2.13.b. Those water quality values which exist unaffected by the discharge, or direct or indirect deposit of, any solid, liquid or gaseous substance from any point source or non-point source.

2.14. "Non-point source" shall mean any source other than a point source from which pollutants may reach the waters of the

state.

2.15. "Persistent" shall mean a pollutant and its transformation products which under natural conditions degrade slowly in an aquatic environment.

2.16. "Point source" shall mean any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural stormwater discharges and return flows from irrigated agriculture.

2.17. "Representative important species of aquatic life" shall mean those species of aquatic life whose protection and propagation will assure the sustained presence of a balanced aquatic community. Such species are representative in the sense that maintenance of water quality criteria will assure both the natural completion of the species' life cycles and the overall protection and sustained propagation of the balanced aquatic community.

2.18. The "State Act" or "State Law" shall mean the West Virginia Water Pollution Control Act, W. Va. Code §22-11-1.

2.19. "Total recoverable" refers to the digestion procedure for certain heavy metals as referenced in 40 CFR 136, as amended June 15, 1990, Guidelines Establishing Test Procedures for the Analysis of Pollutants Under the Clean Water Act.

2.20. "Trout waters" are streams or stream segments which sustain year-round trout populations. Excluded are those streams or stream segments which receive annual stockings of trout but which do not support year-round trout populations.

2.21. "Water of special concern" are those waters occurring in the categories outlined in section 4.1.c. of the antidegradation policy. This designation provides an intermediate level of antidegradation protection between high quality waters and outstanding national resource waters.

2.22. "Water quality criteria" shall mean levels of parameters or stream conditions that are required to be maintained by these regulations. Criteria may be expressed as a constituent concentration, levels, or narrative statement, representing a quality of water that supports a designated use or uses.

2.23. "Water quality standards" means the combination of water uses to be protected and the water quality criteria to be maintained by these rules.

2.24. "Wetlands" are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

2.25. "Wet weather streams" are streams that flow only in direct response to precipitation or whose channels are at all times above the water table.

§46-1-3. Conditions Not Allowable In State Waters.

3.1. Certain characteristics of sewage, industrial wastes and other wastes cause pollution and are objectionable in all waters of the state. Therefore, the Environmental Quality Board does hereby proclaim that the following general conditions are not to be allowed in any of the waters of the state.

3.2. No sewage, industrial wastes or other wastes present in any of the waters of the state shall cause therein or materially contribute to any of the following conditions thereof:

3.2.a. Distinctly visible floating or settleable solids, suspended solids, scum, foam or oily slicks;

3.2.b. Deposits or sludge banks on the bottom;

3.2.c. Odors in the vicinity of the waters;

3.2.d. Taste or odor that would adversely affect the designated uses of the affected waters;

3.2.e. Materials in concentrations which are harmful, hazardous or toxic to man, animal or aquatic life;

3.2.f. Distinctly visible color;

3.2.g. Concentrations of bacteria which may impair or interfere with the designated uses of the affected waters;

3.2.h. Requiring an unreasonable degree of treatment for the production of potable water by modern water treatment processes as commonly employed; and

3.2.i. Any other condition, including radiological exposure, which adversely alters the integrity of the waters of the State including wetlands; no significant adverse impact to the chemical, physical, hydrologic, or biological components of aquatic ecosystems shall be allowed.

§46-1-4. Antidegradation Policy.

4.1. It is the policy of the State of West Virginia that the waters of the state shall be maintained and protected as follows:

4.1.a. Tier 1 Protection. Existing water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected. Existing uses are those uses actually attained in the water body on or after November 28, 1975, whether or not they are included as designated uses within these water quality standards.

4.1.b. Tier 2 Protection. The existing high quality waters of the state must be maintained at their existing high quality unless it is determined after satisfaction of the intergovernmental coordination of the state's continuing planning process and opportunity for public comment and hearing that allowing lower water quality is necessary to accommodate important economic or social development in the area in which the waters are located. If limited degradation is allowed, it shall not result in injury or interference with existing stream water uses or in violation of state or federal water quality criteria that describe the base levels necessary to sustain the national water quality goal uses of protection and propagation of fish, shellfish and wildlife and recreating in and on the water.

In addition, the Board and the Director shall assure that all new and existing point sources shall achieve the highest established statutory and regulatory requirements applicable to them and shall assure the achievement of cost-effective and reasonable best management practices (BMPs) for non-point source control. If BMPs are demonstrated to be inadequate to reduce or minimize water quality impacts, the Director may require that more appropriate BMPs be developed and applied.

4.1.b.1. High quality waters are those waters meeting the definition at section 2.10 herein.

4.1.b.2. High quality waters may include but are not limited to the following:

4.1.b.2.A. Streams designated by the West Virginia Legislature under the West Virginia Natural Stream

Preservation Act, pursuant to W. Va. Code §22-13-5; and

4.1.b.2.B. Streams listed in West Virginia High Quality Streams, Fifth Edition, prepared by the Wildlife Resources Division, Department of Natural Resources (1986).

4.1.b.2.C. Streams or stream segments which receive annual stockings of trout but which do not support year-round trout populations.

4.1.c. Tier 2.5 Protection. Waters of special concern include all of those waters listed in 60 C.S.R. 5, Appendix A. Waters of special concern may include, but are not limited to naturally reproducing trout streams, federally designated rivers under the "Wild and Scenic Rivers Act;" 16 U. S.C. §§ 1271 et seq., waters in state parks and forests, waters in National parks and forests, waters designated under the "National Parks and Recreation Act of 1978," and waters with unique or exceptional aesthetic, ecological, or recreational value. Waters may be nominated for inclusion in this category by any interested party or by the Board on its own initiative.

In addition to the Waters of Special Concern outlined in 60 CSR 5 - "Antidegradation Implementation Procedures", Appendix A, the following streams are classified as Waters of Special Concern:

4.1.c.1. Watkins Run (Preston County) and;

4.1.d. Tier 3 Protection. In all cases, waters which constitute an outstanding national resource shall be maintained and protected and improved where necessary. Outstanding national resource waters include, but are not limited to, all streams and rivers within the boundaries of Wilderness Areas designated by The Wilderness Act (16 U.S.C. §1131 et seq.) within the State.

Additional waters may be nominated for inclusion in that category by any interested party or by the Board on its own initiative. To designate a nominated water as an outstanding national resource water, the Board shall follow the public notice and hearing provisions as provided in 46 C.S.R. 6.

4.1.e. All applicable requirements of section 316(a) of the Federal Act shall apply to modifications of the temperature water quality criteria provided for in these rules.

§46-1-5. Mixing Zones.

5.1. In the permit review and planning process or upon the request of a permit applicant or permittee, the Chief may

establish on a case-by-case basis an appropriate mixing zone.

5.2. The following guidelines and conditions are applicable to all mixing zones:

5.2.a. The Chief will assign, on a case-by-case basis, definable geometric limits for mixing zones for a discharge or a pollutant or pollutants within a discharge. Applicable limits shall include, but may not be limited to, the linear distances from the point of discharge, surface area involvement, volume of receiving water, and shall take into account other nearby mixing zones. Mixing zones shall take into account the mixing conditions in the receiving stream (i.e: whether complete or incomplete mixing conditions exist). Mixing zones will not be allowed until applicable limits are assigned by the Chief in accordance with this section.

5.2.b. Concentrations of pollutants which exceed the acute criteria for protection of aquatic life set forth in Appendix E, Table 1 shall not exist at any point within an assigned mixing zone or in the discharge itself unless a zone of initial dilution is assigned. A zone of initial dilution may be assigned on a case-by-case basis at the discretion of the Chief. The zone of initial dilution is the area within the mixing zone where initial dilution of the effluent with the receiving water occurs, and where the concentration of the effluent will be its greatest in the water column. Where a zone of initial dilution is assigned by the Chief, the size of the zone shall be determined using one of the four alternatives outlined in section 4.3.3 of US EPA's Technical Support Document for Water Quality-based Toxics Control (EPA/505/2-90-001 PB91-127415, March 1991). Concentrations of pollutants shall not exceed the acute criteria at the edge of the assigned zone of initial dilution. Chronic criteria for the protection of aquatic life may be exceeded within the mixing zone but shall be met at the edge of the assigned mixing zone.

5.2.c. Concentrations of pollutants which exceed the criteria for the protection of human health set forth in Appendix E, Table 1 shall not be allowed at any point unless a mixing zone has been assigned by the Chief after consultation with the Commissioner of the West Virginia Bureau for Public Health. Human health criteria may be exceeded within an assigned mixing zone, but shall be met at the edge of the assigned mixing zone. Mixing zones for human health criteria shall be sized to prevent significant human health risks and shall be developed using reasonable assumptions about exposure pathways. In assessing the potential human health risks of establishing a mixing zone upstream from a drinking water intake, the Chief shall consider

the cumulative effects of multiple discharges and mixing zones on the drinking water intake. No mixing zone for human health criteria shall be established on a stream which has a seven (7) day, ten (10) year return frequency of 5 cfs or less.

5.2.d. Mixing zones, including zones of initial dilution, shall not interfere with fish spawning or nursery areas or fish migration routes; shall not overlap public water supply intakes or bathing areas; cause lethality to or preclude the free passage of fish or other aquatic life; nor harm any threatened or endangered species, as listed in the Federal Endangered Species Act, 15 U.S.C. §1531 et seq.

5.2.e. The mixing zone shall not exceed one-third ($1/3$) of the width of the receiving stream, and in no case shall the mixing zone exceed one-half ($1/2$) of the cross-sectional area of the receiving stream.

5.2.f. In lakes and other surface impoundments, the volume of a mixing zone shall not affect in excess of ten (10) percent of the volume of that portion of the receiving waters available for mixing.

5.2.g. A mixing zone shall be limited to an area or volume which will not adversely alter the existing or designated uses of the receiving water, nor be so large as to adversely affect the integrity of the water body.

5.2.h. Mixing zones shall not:

5.2.h.1. Be used for, or considered as, a substitute for technology-based requirements of the Act and other applicable state and federal laws.

5.2.h.2. Extend downstream at any time a distance more than five times the width of the receiving watercourse at the point of discharge.

5.2.h.3. Cause or contribute to any of the conditions prohibited in section 3, herein.

5.2.h.4. Be granted where instream waste concentration of a discharge is greater than 80%.

5.2.h.5. Overlap one another.

5.2.h.6. Overlap any $1/2$ mile zone described in section 7.2.a.2 herein.

5.2.i. In the case of thermal discharges, a successful demonstration conducted under section 316(a) of the Act shall constitute compliance with all provisions of this section.

5.2.j. The Chief may waive the requirements of subsections 5.2.e and 5.2.h.2 above if a discharger provides an acceptable demonstration of:

5.2.j.1. Information defining the actual boundaries of the mixing zone in question; and

5.2.j.2. Information and data proving no violation of subsections 5.2.d and 5.2.g above by the mixing zone in question.

5.2.k. Upon implementation of a mixing zone in a permit, the permittee shall provide documentation that demonstrates to the satisfaction of the Chief that the mixing zone is in compliance with the provisions outlined in subsections 5.2.b, 5.2.c, 5.2.e, and 5.2.h.2, herein.

5.2.l. In order to facilitate a determination or assessment of a mixing zone pursuant to this section, the Chief may require a permit applicant or permittee to submit such information as deemed necessary.

§46-1-6. Water Use Categories.

6.1. These rules establish general Water Use Categories and Water Quality Standards for the waters of the State. Unless otherwise designated by these rules, at a minimum all waters of the State are designated for the Propagation and Maintenance of Fish and Other Aquatic Life (Category B) and for Water Contact Recreation (Category C) consistent with Federal Act goals. Incidental utilization for whatever purpose may or may not constitute a justification for assignment of a water use category to a particular stream segment.

6.1.a. Waste assimilation and transport are not recognized as designated uses. The classification of the waters must take into consideration the use and value of water for public water supplies, protection and propagation of fish, shellfish and wildlife, recreation in and on the water, agricultural, industrial and other purposes including navigation.

Subcategories of a use may be adopted and appropriate criteria set to reflect varying needs of such subcategories of uses, for example to differentiate between trout water and other waters.

6.1.b. At a minimum, uses are deemed attainable if they can be achieved by the imposition of effluent limits required under section 301(b) and section 306 of the Federal Act and use of cost-effective and reasonable best management practices for non-point source control. Seasonal uses may be adopted as an alternative to reclassifying a water body or segment thereof to uses requiring less stringent water quality criteria. If seasonal uses are adopted, water quality criteria will be adjusted to reflect the seasonal uses; however, such criteria shall not preclude the attainment and maintenance of a more protective use in another season. A designated use which is not an existing use may be removed, or subcategories of a use may be established if it can be demonstrated that attaining the designated use is not feasible because:

6.1.b.1. Application of effluent limitations for existing sources more stringent than those required pursuant to section 301 (b) and section 306 of the Federal Act in order to attain the existing designated use would result in substantial and widespread adverse economic and social impact; or

6.1.b.2. Naturally-occurring pollutant concentrations prevent the attainment of the use; or

6.1.b.3. Natural, ephemeral, intermittent or low flow conditions of water levels prevent the attainment of the use, unless these conditions may be compensated for by the discharge of sufficient volume of effluent discharges to enable uses to be met; or

6.1.b.4. Human-caused conditions or sources of pollution prevent the attainment of the use and cannot be remedied or would cause more environmental damage to correct than to leave in place; or

6.1.b.5. Dams, diversions or other types of hydrologic modifications preclude the attainment of the use, and it is not feasible to restore the water body to its original condition or to operate such modification in a way that would result in the attainment of the use; or

6.1.b.6. Physical conditions related to the natural features of the water body, such as the lack of a proper substrate, cover, flow, depth, pools, riffles, and the like, unrelated to water quality, preclude attainment of aquatic life protection uses.

6.1.c. The State shall take into consideration the

quality of downstream waters and shall assure that its water quality standards provide for the attainment of the water quality standards of downstream waters.

6.1.d. In establishing a less restrictive use or uses, or subcategory of use or uses, and the water quality criteria based upon such uses, the Board shall follow the requirements for revision of water quality standards as required by W. Va. Code §22B-3-4 and section 303 of the Federal Act and the regulations thereunder. Any revision of water quality standards shall be made with the concurrence of EPA. The Board's administrative procedural regulations for applying for less restrictive uses or criteria shall be followed.

6.2. Category A -- Water Supply, Public. -- This category is used to describe waters which, after conventional treatment, are used for human consumption. This category includes streams on which the following are located:

6.2.a. All community domestic water supply systems;

6.2.b. All non-community domestic water supply systems, (i.e. hospitals, schools, etc.);

6.2.c. All private domestic water systems;

6.2.d. All other surface water intakes where the water is used for human consumption. (See Appendix B for partial listing of Category A waters; see section 7.2.a.2, herein for additional requirements for Category A waters.) The manganese human health criterion shall only apply within the five-mile zone immediately upstream above a known public or private water supply used for human consumption.

6.3. Category B -- Propagation and maintenance of fish and other aquatic life. --

This category includes:

6.3.a. Category B1 -- Warm water fishery streams. -- Streams or stream segments which contain populations composed of all warm water aquatic life.

6.3.b. Category B2 -- Trout Waters. -- As defined in section 2.20, herein (See Appendix A for a representative list.)

6.3.c. Category B4 -- Wetlands. -- As defined in

section 2.24, herein; certain numeric stream criteria may not be appropriate for application to wetlands (see Appendix E, Table 1).

6.4. Category C -- Water contact recreation. -- This category includes swimming, fishing, water skiing and certain types of pleasure boating such as sailing in very small craft and outboard motor boats. (See Appendix D for a representative list of category C waters.)

6.5. Category D. -- Agriculture and wildlife uses.

6.5.a. Category D1 -- Irrigation. -- This category includes all stream segments used for irrigation.

6.5.b. Category D2 -- Livestock watering. -- This category includes all stream segments used for livestock watering.

6.5.c. Category D3 -- Wildlife. -- This category includes all stream segments and wetlands used by wildlife.

6.6. Category E -- Water supply industrial, water transport, cooling and power. -- This category includes cooling water, industrial water supply, power production, commercial and pleasure vessel activity, except those small craft included in Category C.

6.6.a. Category E1 -- Water Transport. -- This category includes all stream segments modified for water transport and having permanently maintained navigation aides.

6.6.b. Category E2 -- Cooling Water. -- This category includes all stream segments having one (1) or more users for industrial cooling.

6.6.c. Category E3 -- Power production. -- This category includes all stream segments extending from a point 500 feet upstream from the intake to a point one half (1/2) mile below the wastewater discharge point. (See Appendix C for representative list.)

6.6.d. Category E4 -- Industrial. -- This category is used to describe all stream segments with one (1) or more industrial users. It does not include water for cooling.

§46-1-7. West Virginia Waters.

7.1. Major River Basins and their Alphanumeric System. All streams and their tributaries in West Virginia shall be

individually identified using an alphanumeric system as identified in the "Key to West Virginia Stream Systems and Major Tributaries" (1956) as published by the Conservation Commission of West Virginia and revised by the West Virginia Department of Natural Resources, Division of Wildlife (1985).

7.1.a. J - James River Basin. All tributaries to the West Virginia - Virginia State line.

7.1.b. P - Potomac River Basin. All tributaries of the main stem of the Potomac River to the West Virginia - Maryland - Virginia State line to the confluence of the North Branch and the South Branch of the Potomac River and all tributaries arising in West Virginia excluding the major tributaries hereinafter designated:

7.1.b.1. S - Shenandoah River and all its tributaries arising in West Virginia to the West Virginia - Virginia State line.

7.1.b.2. PC - Cacapon River and all its tributaries.

7.1.b.3. PSB - South Branch and all its tributaries.

7.1.b.4. PNB - North Branch and all tributaries to the North Branch arising in West Virginia.

7.1.c. M - Monongahela River Basin. The Monongahela River Basin main stem and all its tributaries excluding the following major tributaries which are designated as follows:

7.1.c.1. MC - Cheat River and all its tributaries except those listed below:

7.1.c.1.A. MCB - Blackwater River and all its tributaries.

7.1.c.2. MW - West Fork River and all its tributaries.

7.1.c.3. MT - Tygart River and all its tributaries except those listed below:

7.1.c.3.A. MTB - Buckhannon River and all its tributaries.

7.1.c.3.B. MTM - Middle Fork River and all

its tributaries.

7.1.c.4. MY - Youghigheny River and all its tributaries to the West Virginia - Maryland State line.

7.1.d. O Zone 1 - Ohio River - Main Stem. The main stem of the Ohio River from the Ohio - Pennsylvania - West Virginia state line to the Ohio - Kentucky - West Virginia State line.

7.1.e. O Zone 2 - Ohio River - Tributaries. All tributaries of the Ohio River excluding the following major tributaries:

7.1.e.1. LK - Little Kanawha River. The Little Kanawha River and all its tributaries excluding the following major tributary which is designated as follows:

7.1.e.1.A. LKH - Hughes River and all its tributaries.

7.1.e.2. K - Kanawha River Zone 1. The main stem of the Kanawha River from mile point 0, at its confluence with the Ohio River, to mile point 72 near Diamond, West Virginia.

7.1.e.3. K - Kanawha River Zone 2. The main stem of the Kanawha River from mile point 72 near Diamond, West Virginia and all its tributaries from mile point 0 to the headwaters excluding the following major tributaries which are designated as follows:

7.1.e.3.A. KP - Pocatalico River and all its tributaries.

7.1.e.3.B. KC - Coal River and all its tributaries.

7.1.e.3.C. KE - Elk River and all its tributaries.

7.1.e.3.D. KG - Gauley River. The Gauley River and all its tributaries excluding the following major tributaries which are designated as follows:

7.1.e.3.D.1. KG-19 - Meadow River and all its tributaries.

7.1.e.3.D.2. KG-34 - Cherry River and all its tributaries.

7.1.e.3.D.3. KGC - Cranberry River and all its tributaries.

7.1.e.3.D.4. KGW - Williams River and all its tributaries.

7.1.e.3.E. KN - New River. The New River from its confluence with the Gauley River to the Virginia - West Virginia State line and all tributaries excluding the following major tributaries which are designated as follows:

7.1.e.3.E.1. KNG - Greenbrier River and all its tributaries.

7.1.e.3.E.2. KNB - Bluestone River and all its tributaries.

7.1.e.3.E.3. KN-60 - East River and all its tributaries.

7.1.e.3.E.4. K(L)-81-(1) - Bluestone Lake.

7.1.e.4. OG - Guyandotte River. The Guyandotte River and all its tributaries excluding the following major tributary which is designated as follows:

7.1.e.4.1. OGM - Mud River and all its tributaries.

7.1.e.5. BS - Big Sandy River. The Big Sandy River to the Kentucky - Virginia - West Virginia State lines and all its tributaries arising in West Virginia excluding the following major tributary which is designated as follows:

7.1.e.5.1 BST - Tug Fork and all its tributaries.

7.2. Applicability of Water Quality Standards. The following shall apply at all times unless a specific exception is granted in this section:

7.2.a. Water Use Categories as described in section 6, herein.

7.2.a.1. Based on meeting those Section 6 definitions, tributaries or stream segments may be classified for one or more Water Use Categories. When more than one use exists,

they shall be protected by criteria for the use category requiring the most stringent protection.

7.2.a.2. Each segment extending upstream from the intake of a water supply public (Water Use Category A), for a distance of one half (1/2) mile or to the headwater, must be protected by prohibiting the discharge of any pollutants in excess of the concentrations designated for this Water Use Category in section 8, herein. In addition, within that one half (1/2) mile zone, the Chief may establish for any discharge, effluent limitations for the protection of human health that require additional removal of pollutants than would otherwise be provided by this rule. (If a watershed is not significantly larger than this zone above the intake, the water supply section may include the entire upstream watershed to its headwaters.) Until September 1, 2010, or until action by the Environmental Quality Board to revise this provision, whichever comes first, the one-half (1/2) mile zone described in this section shall not apply to the Ohio River main channel (between Brown's Island and the left descending bank) between river mile points 61.0 and 63.5 for the Category A criterion for iron as set forth in §8 herein. Weirton Steel Corporation shall conduct monthly monitoring of the treated water at its drinking water plant for iron and submit the results of such monitoring to the West Virginia Bureau for Public Health and the Office of Water Resources of the West Virginia Department of Environmental Protection. In addition, Weirton Steel Corporation shall submit a written report regarding the status of its drinking water plant and the issues pertaining thereto to the Environmental Quality Board on or before March 1, 2007.

7.2.b. In the absence of any special application or contrary provision, water quality standards shall apply at all times when flows are equal to or greater than the minimum mean seven (7) consecutive day drought flow with a ten (10) year return frequency (7Q10). NOTE: With the exception of section 7.2.c.5 listed herein exceptions do not apply to trout waters nor to the requirements of section 3, herein.

7.2.c. Exceptions: Numeric water quality standards shall not apply: (See section 7.2.d, herein, for site-specific revisions)

7.2.c.1. When the flow is less than 7Q10;

7.2.c.2. In wet weather streams (or intermittent streams, when they are dry or have no measurable flow): Provided, That the existing and designated uses of downstream waters are not adversely affected;

7.2.c.3. In any assigned zone of initial dilution of any mixing zone where a zone of initial dilution is required by section 5.2.b herein, or in any assigned mixing zone for human health criteria or aquatic life criteria for which a zone of initial dilution is not assigned; In zones of initial dilution and certain mixing zones: Provided, That all requirements described in section 5 herein shall apply to all zones of initial dilution and all mixing zones;

7.2.c.4. Where, on the basis of natural conditions, the Board has established a site-specific aquatic life water quality criterion that modifies a water quality criterion set out in Appendix E, Table 1 of this rule. Where a natural condition of a waterbody is demonstrated to be of lower quality than a water quality criterion for the use classes and subclasses in section 6 of this rule, the Board, in its discretion, may establish a site-specific water quality criterion for aquatic life. This alternate criterion may only serve as the chronic criterion established for that parameter. This alternate criterion must be met at end of pipe. Where the Board decides to establish a site-specific water quality criterion for aquatic life, the natural condition constitutes the applicable water quality criterion. A site-specific criterion for natural conditions may only be established through the legislative rulemaking process in accordance with W.Va. Code §29A-3-1 et seq. and must satisfy the public participation requirements set forth at 40 C.F.R. 131.20 and 40 C.F.R. Part 25. Site-specific criteria for natural conditions may be established only for aquatic life criteria. A public notice, hearing and comment period is required before site-specific criteria for natural conditions are established.

Upon application or on its own initiative, the Board will determine whether a natural condition of a waterbody should be approved as a site-specific water quality criterion. Before it approves a site-specific water quality criterion for a natural condition, the Board must find that the natural condition will fully protect existing and designated uses and ensure the protection of aquatic life. If a natural condition of a waterbody varies with time, the natural condition will be determined to be the actual natural condition of the waterbody measured prior to or concurrent with discharge or operation. The Board will, in its discretion, determine a natural condition for one or more seasonal or shorter periods to reflect variable ambient conditions; and require additional or continuing monitoring of natural conditions.

An application for a site-specific criterion to be

established on the basis of natural conditions shall be filed with the Board and shall include the following information:

7.2.c.4.A. A U.S.G.S. 7.5 minute map showing the stream segment affected and showing all existing discharge points and proposed discharge point;

7.2.c.4.B. The alphanumeric code of the affected stream, if known;

7.2.c.4.C. Water quality data for the stream or stream segment. Where adequate data are unavailable, additional studies may be required by the Board;

7.2.c.4.D. General land uses (e.g. mining, agricultural, recreation, residential, commercial, industrial, etc.) as well as specific land uses adjacent to the waters for the affected segment or stream;

7.2.c.4.E. The existing and designated uses of the receiving waters into which the segment in question discharges and the location where those downstream uses begin to occur;

7.2.c.4.F. General physical characteristics of the stream segment, including, but not limited to width, depth, bottom composition and slope;

7.2.c.4.G. Conclusive information and data of the source of the natural condition that causes the stream to exceed the water quality standard for the criterion at issue.

7.2.c.4.H. The average flow rate in the segment and the amount of flow at a designated control point and a statement regarding whether the flow of the stream is ephemeral, intermittent or perennial;

7.2.c.4.I. An assessment of aquatic life in the stream or stream segment in question and in the adjacent upstream and downstream segments; and

7.2.c.4.J. Any additional information or data that the Board deems necessary to make a decision on the application.

7.2.c.5. For the upper Blackwater River from the mouth of Yellow Creek to a point 5.1 miles upstream, when flow is less than 7Q10. Naturally occurring values for Dissolved Oxygen as established by data collected by the dischargers within this

reach and reviewed by the Board and Division of Environmental Protection shall be the applicable criteria.

7.2.d. Site-specific applicability of water use categories and water quality criteria - State-wide water quality standards shall apply except where site-specific numeric criteria, variances or use removals have been approved following application and hearing, as provided in 46 C.S.R. 6. (See section 8.3 and section 8.4, herein) The following are approved site-specific criteria, variances and use reclassifications:

7.2.d.1. James River - (Reserved)

7.2.d.2. Potomac River

7.2.d.2.1. Except that a site-specific numeric criterion for aluminum, not to exceed 500 ug/l, shall apply to the section of Opequon Creek from Turkey Run to the Potomac River.

7.2.d.3. Shenandoah River - (Reserved)

7.2.d.4. Cacapon River - (Reserved)

7.2.d.5. South Branch - (Reserved)

7.2.d.6. North Branch

7.2.d.6.1 Except that the Stony River downstream from the limit of the thermal mixing zone (as established by Board Order of 11/20/75) for the Mount Storm Lake wastewater treatment facility to its confluence with the North Branch of the Potomac River is exempt from the 5°F above natural temperature rise; however, the maximum temperature outside the mixing zone shall not exceed 87°F at any time during the months of May through November and not exceed 73°F at any time during the months of December through April. This exception shall apply until the successful completion of a study conducted pursuant to section 316(a) of the Federal Act or December 31, 1998, whichever comes first.

7.2.d.7. Monongahela River

7.2.d.7.1. Except that flow in the main stem of the Monongahela River, as regulated by the Tygart Reservoir, operated by the U. S. Army Corps of Engineers, is based on a minimum flow of 345 cfs at Lock and Dam No. 8, river mile point 90.8. This exception does not apply to tributaries of the Monongahela River.

7.2.d.8. Cheat River

7.2.d.8.1. Except that in the unnamed tributary of Daugherty Run, approximately one mile upstream of Daugherty Run's confluence with the Cheat River, a site-specific numeric criterion for iron of 3.5 mg/l shall apply and the following frequency and duration requirements shall apply to the chronic numeric criterion for selenium (5ug/l): the four-day average concentration shall not be exceeded more than three times every three years (36 months), on average. Further, the following site-specific numeric criteria shall apply to Fly Ash Run of Daugherty Run: acute numeric criterion for aluminum: 888.5 ug/l and manganese: 5 mg/l.

7.2.d.9. Blackwater River - The Blackwater River below Davis, West Virginia shall be classified as a trout water, Category B2.

7.2.d.10. West Fork River - (Reserved)

7.2.d.11. Tygart River - (Reserved)

7.2.d.12. Buckhannon River - (Reserved)

7.2.d.13. Middle Fork River - (Reserved)

7.2.d.14. Youghiogheny River

7.2.d.14.1 Water Use Categories A and E are excluded from the tributaries of the Youghiogheny River in West Virginia which flow into Maryland.

7.2.d.15. Ohio River Main Stem - (Reserved)

7.2.d.16. Ohio River Tributaries.

7.2.d.16.1. Except that site-specific numeric criteria shall apply to the stretch of Conners Run (0-77-A), a tributary of Fish Creek, from its mouth to the discharge from Conner Run impoundment, which shall not have the Water Use Category A and may contain selenium not to exceed 62 ug/l; and iron not to exceed 3.5 mg/l as a monthly average and 7 mg/l as a daily maximum.

7.2.d.16.2. Except that a socio-economic variance shall apply to that segment of Harmon Creek (0-97) from its confluence with the Ohio River to a point 2.2 miles upstream, which shall not have water use Category A designation, and which

shall have the following instream criteria: Lead 14 ug/l, Daily Maximum, Temperature 100 degree F (monitored per Footnote 12 of the permit); Iron 4.0 mg/l, monthly average and 8.0 mg/l Daily Maximum (monitored per Footnote 12 of the permit). Weirton Steel Corporation shall continue to submit to the Office of Water Resources of West Virginia Department of Environmental Protection, on an annual basis summary reports on the water quality of the discharge from Outlet 004 and the efforts made by Weirton Steel Corporation during the previous year to improve the quality of the discharge. These exceptions shall be in effect until action by the Environmental Quality Board to revise the exceptions or until July 1, 2007, whichever comes first.

7.2.d.17. Little Kanawha River - (Reserved)

7.2.d.18. Hughes River - (Reserved)

7.2.d.19. Kanawha River Zone 1 - Main Stem

7.2.d.19.1 For the Kanawha River main stem, Zone 1, Water Use Category A shall not apply; and

7.2.d.19.2. The minimum flow shall be 1,960 cfs at the Charleston gauge.

7.2.d.19.3. Except that in Ward Hollow of Davis Creek, the following site-specific numeric criterion for chloride shall apply for Category A and Category B1 (chronic aquatic life protection): 310,000 ug/L.;

7.2.d.20. Kanawha River Zone 2 and Tributaries.

7.2.d.20.1. For the main stem of the Kanawha River only, the minimum flow shall be 1,896 cfs at mile point 72.

7.2.d.20.2. Except the stretch between the mouth of Little Scary Creek (K-31) and the Little Scary impoundment shall not have Water Use Category A. The following site-specific numeric criteria shall apply to that section: selenium not to exceed 62 ug/l and copper not to exceed 105 ug/l as a daily maximum nor 49 ug/l as a 4-day average.

7.2.d.20.3. Except for Simmons Creek (K-54) from its mouth to a point 1200 feet upstream to which the following site-specific numeric criteria shall apply: a maximum daily temperature not to exceed 38°C (100°F) nor a monthly average temperature to exceed 34°C. This exception shall apply until the successful completion of a study conducted pursuant to section

316(a) of the Federal Act or May 30, 1998, whichever comes first.

- 7.2.d.21. Pocatalico River - (Reserved)
- 7.2.d.22. Coal River - (Reserved)
- 7.2.d.23. Elk River - (Reserved)
- 7.2.d.24. Gauley River - (Reserved)
- 7.2.d.25. Meadow River - (Reserved)
- 7.2.d.26. Cherry River - (Reserved)
- 7.2.d.27. Cranberry River - (Reserved)
- 7.2.d.28. Williams River - (Reserved)
- 7.2.d.29. New River - (Reserved)
- 7.2.d.30. Greenbrier River - (Reserved)
- 7.2.d.31. Bluestone River - (Reserved)
- 7.2.d.32. Bluestone Lake
- 7.2.d.33. East River - (Reserved)
- 7.2.d.34. Guyandotte River - (Reserved)
- 7.2.d.35. Mud River - (Reserved)
- 7.2.d.36. Big Sandy River - (Reserved)
- 7.2.d.37. Tug Fork River - (Reserved)

§46-1-8. Specific Water Quality Criteria.

8.1. Charts of specific water quality criteria are included in Appendix E, Table 1.

8.1.a. Specific state (i.e. total, total recoverable, dissolved, valence, etc.) of any parameter to be analyzed shall follow 40 CFR 136, Guidelines Establishing Test Procedures for Analysis of Pollutants Under the Clean Water Act, as amended, June 15, 1990. (See also 47 C.S.R. 10, section 7.3 - National Pollutant Discharge Elimination System (NPDES) Program.)

8.1.b. Compliance with aquatic life water quality

criteria expressed as dissolved metal shall be determined based on dissolved metals concentrations.

8.1.b.1. The aquatic life criteria for all metals listed in Appendix E, Table 2 shall be converted to a dissolved concentration by multiplying each numerical value or criterion equation from Appendix E, Table 1 by the appropriate conversion factor (CF) from Appendix E, Table 2.

8.1.b.2. Permit limits based on dissolved metal water quality criteria shall be prepared in accordance with the U.S. EPA document "The Metals Translator: Guidance For Calculating A Total Recoverable Permit Limit From A Dissolved Criterion, EPA 823-B-96-007 June 1996.

8.1.b.3. NPDES permit applicants may petition the Office of Water Resources of the Division of Environmental Protection (OWR) to develop a site-specific translator consistent with the provisions in this section. The OWR may, on a case-by-case basis require an applicant applying for a translator to conduct appropriate sediment monitoring through SEM/AVS ratio, bioassay or other approved methods to evaluate effluent limits that prevent toxicity to aquatic life.

8.1.c. An "X" or numerical value in the use columns of Appendix E, Table 1 shall represent the applicable criteria.

8.1.d. Charts of water quality criteria in Appendix E, Table 1 shall be applied in accordance with major stream and use applications, sections 6 and 7, herein.

8.2. Criteria for Toxicants

8.2.a. Toxicants which are carcinogenic have human health criteria (Water Use Categories A and C) based upon an estimated risk level of one additional cancer case per one million persons (10^{-6}) and are indicated in Appendix E, Table 1 with an endnote (^b).

8.2.b. A final determination on the critical design flow for carcinogens is not made in this rule, in order to permit further review and study of that issue. Following the conclusion of such review and study, the Legislature may again take up the authorization of this rule for purposes of addressing the critical design flow for carcinogens: Provided, That until such time as the review and study of the issue is concluded or until such time as the Legislature may again take up the authorization of this rule, the regulatory requirements for determining effluent limits for carcinogens shall remain as they were on the

date this rule was proposed.

8.3. Variances from Specific Water Quality Criteria. A variance from numeric criteria may be granted to a discharger if it can be demonstrated that the conditions outlined in subsections 6.1.b.A - F, herein, limit the attainment of one or more specific water quality criteria. Variances shall apply only to the discharger to whom they are granted and shall be reviewed by the Board at least every three years. In granting a variance, the requirements for revision of water quality standards in 46 CSR 6 shall be followed.

8.4. Site-specific numeric criteria. The Board may establish numeric criteria different from those set forth in Appendix E, Table 1 for a stream or stream segment upon a demonstration that existing numeric criteria are either over-protective or under-protective of the aquatic life residing in the stream or stream segment. A site-specific numeric criterion will be established only where the numeric criterion will be fully protective of the aquatic life and the existing and designated uses in the stream or stream segment. The site-specific numeric criterion may be established by conducting a Water Effect Ratio study pursuant to the procedures outlined in US EPA's "Interim Guidance on the Determination and Use of Water-Effect Ratios for Metals" (February 1994); other methods may be used with prior approval by the Board. In adopting site-specific numeric criteria, the requirements for revision of water quality standards set forth in 46 CSR 6 shall be followed.

§46-1-9. Establishment Of Safe Concentration Values.

When a specific water quality standard has not been established by these rules and there is a discharge or proposed discharge into waters of the State, the use of which has been designated a Category B1, B2, B3 or B4, such discharge may be regulated by the Chief where necessary to protect State waters through establishment of a safe concentration value as follows:

9.1. Establishment of a safe concentration value shall be based upon data obtained from relevant aquatic field studies, standard bioassay test data which exists in substantial available scientific literature, or data obtained from specific tests utilizing one (1) or more representative important species of aquatic life designated on a case-by-case basis by the Chief and conducted in a water environment which is equal to or closely approximates that of the natural quality of the receiving waters.

9.2. In those cases where it has been determined that there is insufficient available data to establish a safe concentration

value for a pollutant, the safe concentration value shall be determined by applying the appropriate application factor as set forth below to the 96-hour LC 50 value. Except where the Chief determines, based upon substantial available scientific data that an alternate application factor exists for a pollutant, the following appropriate application factors shall be used in the determination of safe concentration values:

9.2.a. Concentrations of pollutants or combinations of pollutants that are not persistent and not cumulative shall not exceed 0.10 (1/10) of the 96-hour LC 50.

9.2.b. Concentrations of pollutants or combinations of pollutants that are persistent or cumulative shall not exceed 0.01 (1/100) of the 96-hour LC 50.

9.3. Persons seeking issuance of a permit pursuant to these rules authorizing the discharge of a pollutant for which a safe concentration value is to be established using special bioassay tests pursuant to subsection 9.1 of this section shall perform such testing as approved by the Chief and shall submit all of the following in writing to the Chief:

9.3.a. A plan proposing the bioassay testing to be performed.

9.3.b. Such periodic progress reports of the testing as may be required by the Chief.

9.3.c. A report of the completed results of such testing including, but not limited to, all data obtained during the course of testing, and all calculations made in the recording, collection, interpretation and evaluation of such data.

9.4. Bioassay testing shall be conducted in accordance with methodologies outlined in the following documents: U.S. EPA Office of Research and Development Series Publication, Methods for Measuring the Acute Toxicity (EPA/600/4-90/027F, August 1993, 4th Edition) or Short Term Methods for Estimating Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms (EPA/600/4-89/001), March 1989; Standard Methods for the Examination of Water and Wastewater (18th Edition); or ASTM Practice E 729-88 for Conducting Acute Toxicity Tests with Fishes, Macroinvertebrates and Amphibians as published in Volume 11.04 of the 1988 Annual Book of ASTM Standards. Test waters shall be reconstituted according to recommendations and methodologies specified in the previously cited references or methodologies approved in writing by the Chief.

APPENDIX A
CATEGORY B-2 - TROUT WATERS

This list contains known trout waters and is not intended to exclude any waters which meet the definition in Section 2.20.

<u>River Basin</u>	<u>County</u>	<u>Stream</u>
James River J	Monroe	South Fork Potts Creek
Potomac River P	Jefferson	Town Run
P	"	Rocky Marsh Run
P	Berkeley	Opequon Creek
P	"	Tuscarora Creek (Above Martinsburg)
P	"	Middle Creek (Above Route 30 Bridge)
P	"	Mill Creek
P	"	Hartland Run
P	"	Mill Run
P	"	Tillance Creek
P	Morgan	Meadow Branch
PS Halltown)	Jefferson	Flowing Springs Run (Above Halltown)
PS	"	Cattail Run
PS	"	Evitt's Run
PS	"	Big Bullskin Run
PS	"	Long Marsh Run
PC	Hampshire	Cold Stream
PC	"	Edwards Run and Impoundment
PC	"	Dillons Run
PC	Hardy	Lost River
PC	"	Camp Branch
PC	"	Lower Cove Run
PC	"	Moores Run
PC	"	North River (Above Rio)
PC	"	Waites Run
PC	"	Trout Run
PC	"	Trout Pond (Impoundment)
PC	"	Warden Lake (Impoundment)
PC	"	Rock Cliff Lake (Impoundment)
PSB	Hampshire	Mill Creek
PSB	"	Mill Run
PSB	Hardy	Dumpling Creek
PSB	Grant-Pendleton	North Fork South Branch
PSB	Grant	North Fork Lunice Creek
PSB	"	South Fork Lunice Creek
PSB	"	South Mill Creek (Above Hiser)
PSB	"	Spring Run
PSB	Pendleton	Hawes Run (Impoundment)
PSB	"	Little Fork
PSB	"	South Branch (Above North Fork)
PSB	"	Senena Creek

PSB	"	Laurel Fork
PSB	"	Big Run
PNB	Mineral	North Fork Patterson Creek
PNB	"	Fort Ashby (Impoundment)
PNB	"	New Creek
PNB	"	New Creek Dam 14 (Impoundment)
PNB	"	Mill Creek (Above Markwood)
 Monongahela River		
M Smithtown)	Monongalia-Marion	Whiteday Creek (Above
MC	Monongalia	Morgan Run
MC	"	Coopers Rock (Impoundment)
MC	"	Blaney Hollow
MC	Preston	Laurel Run
MC	"	Elsay Run
MC	"	Saltlick Creek
MC	"	Buffalo Creek
MC	"	Wolf Creek
MC	Tucker	Clover Run
MC	"	Elklick Run
MC	"	Horseshoe Run
MC	"	Maxwell Run
MC	"	Red Creek
MC	"	Slip Hill Mill Branch
MC	"	Thomas Park (Impoundment)
MC	"	Blackwater River (Above Davis)
MC	"	Blackwater River (Below Davis)
MC	"	(insert date adopted)
MC	Randolph	Camp Five Run
MC	"	Dry Fork (Above Otter Creek)
MC	"	Glady Fork
MC	"	Laurel Fork
MC	"	Gandy Creek (Above Whitmer)
MC	"	East Fork Glady Fork (Above C
& P		Compressor Station)
MC	Randolph	Shavers Fork (Above Little
Black Fork)	"	Three Spring Run
MC	"	Spruce Knob Lake (Impoundment)
MC		
MW	Harrison	Dog Run (Pond)
MW	Lewis	Stonecoal
MT	Barbour	Brushy Fork (Above Valley
Furnace)	"	Tater Creek Lake (Impoundment)
MT	"	Mill Run
MT	Taylor-Barbour	Tygart Lake Tailwaters (Above
Route		119 Bridge)
MT	Preston	Roaring Creek (Above Little
Lick Branch)		
MT	Randolph	Tygart River (Above
Huttonsville)	"	Elkwater Fork
MT	"	

MT	"	Big Run
MTB	Upshur-Randolph-Lewis	Right Fork Buckhannon River
MTB	Upshur	Buckhannon River (Above Beans
Mill)		
MTB	Upshur	French Creek
MTB	Upshur-Randolph	Left Fork Right Fork
MTN	Upshur	Right Fork Middle Fork River
MTM	Randolph	Middle Fork River (Above
Cassity)		
MY	Preston	Rhine Creek
Little Kanawha River		
LK	Upshur	Left Fork-Right Fork Little
Kanawha River)		
LK	Upshur-Lewis	Little Kanawha River (Above
Wildcat)		
Kanawha River		
KE	Braxton	Sutton Reservoir
KE	"	Sutton Lake Tailwaters (Above
Route 38/5		Bridge)
KE	Webster	Back Fork
KE	"	Desert Fork
KE	"	Fall Run
KE	"	Laurel Fork
KE	"	Left Fork Holly River
KE	"	Sugar Creek
KE	"	Elk River (Above Webster
Springs)		
KC	Raleigh	Stephens Lake (Impoundment)
KC	"	Marsh Fork (Above Sundial)
KG	Nicholas	Summersville Reservoir
(Impoundment)		
KG	"	Summersville Tailwaters (Above
Collison		Creek)
KG	Nicholas	Deer Creek
KG	Randolph-Webster	Gauley River (Above Moust Coal
Tipple)		
KG	Fayette	Glade Creek
KG	Nicholas	Heminy Creek
KG	"	Anglins Creek
KG	Greenbrier	Big Clear Creek
KG	"	Little Clear Creek and Laurel
Run		
KG	"	Meadow Creek
KG	Fayette	Wolf Creek
KG	Nicholas	Cherry River
KG	Greenbrier-Nicholas	Laurel Creek
KG	"	North Fork Cherry River
KG	Greenbrier	Summit Lake (Impoundment)
KG	Greenbrier-Nicholas	South Fork Cherry River
KG		
KGC	Pocahontas-Webster-	Cranberry River

KGC	Nicholas Pocahontas	South Fork Cranberry River
KGW KGW	Pocahontas Pocahontas-Webster	Tea Creek Williams River (Above Dyer)
KN KN KN KN	Raleigh Summers Fayette "	Glade Creek Meadow Creek Mill Creek Laurel Creek (Above Cotton
Hill)		
KN KN KN KN	Raleigh Monroe " Fayette	Pinch Creek Rich Creek Turkey Creek Dunloup Creek (Downstream from
Harvey		
KN Kellevsville)	Mercer	Sewage Treatment Plant) East River (Above
KN KN	" Monroe	Pigeon Creek Laurel Creek
KNG Mills)	Monroe	Kitchen Creek (Above Gap
KNG KNG KNG	Greenbrier " Greenbrier-Monroe	Culverson Creek Milligan Creek Second Creek (Rt. 219 Bridge Mill)
to Nickell's	Greenbrier	North Fork Anthony Creek
KNG KNG KNG	" " "	Spring Creek Anthony Creek (Above Big
Draft)		
KNG KNG KNG KNG KNG	Pocahontas " " " "	Watoga Lake Beaver Creek Knapp's Creek Hills Creek North Fork Deer Creek (Above
Route 28/5)	"	Deer Creek
KNG KNG KNG KNG KNG KNG KNG	" " " " " " "	Sitlington Creek Stoney Creek Swago Creek Buffalo Fork (Impoundment) Seneca (Impoundment) Greenbrier River (Above
Hosterman)	"	West Fork-Greenbrier River
KNB (Above the	"	impoundment at the tannery)
KNG KNG KNG KNG KNG KNB KNB	" " " " " Mercer "	Little River-East Fork Little River-West Fork Five Mile Run Mullenax Run Abas Run Marsh Fork Camp Creek
OG	Wyoming	Pinnacle creek
BST	McDowell	Dry Fork (Above Canebrake)

APPENDIX B

This list contains known waters used as public water supplies and is not intended to exclude any waters as described in section 6.2, herein.

River Basin	County	Operating Company	Source
Shenandoah River			
S	Jefferson	Charlestown Water	Shenandoah River
Potomac River			
P	Jefferson	3-M Company	Turkey Run
P	"	Shepherdstown Water	Potomac River
P	"	Harpers Ferry Water	Elk Run
P	Berkeley	DuPont Potomac River Works	Potomac River
P	"	Berkeley County PSD	Le Faure Spring
P	"	Opequon PSD	Quarry Spring
P	"	Hedgesville PSD	Speck Spring
P	Morgan	Paw Paw Water	Potomac River
PSB	Hampshire	Romney Water	South Branch Potomac River
PSB	"	Peterkin Conference Center	Mill Run
PSB	Hardy	Moorefield Municipal Water	South Fork River
PSB	Pendleton	U.S. Naval Radio Sta.	South Fork River
PSB	"	Circleville Water Inc.	North Fork of South Branch, Potomac River
PSB	Grant	Mountain Top PSD	Mill Creek, Impoundment
PSB	"	Petersburg Municipal Water	South Branch, Potomac River
PNB	Grant	Island Creek Coal	Impoundment
PNB	Mineral	Piedmont Municipal Water	Savage River, Maryland
PNB	"	Keyser Water	New Creek
PNB	"	Fort Ashby PSD	Lake
Monongahela River			
M	Monongalia	Morgantown Water Comm.	Colburn Creek &
M	Monongahela	River	
M	"	Morgantown Ordinance Works	Monongahela River
M	Preston	Preston County PSD	Deckers Creek
M	Monongalia	Blacksville # 1 Mine	Impoundment
M	"	Loveridge Mine	Impoundment
M	"	Consolidation Coal Co.	Impoundment
M	Preston	Mason Town Water	Block Run
MC	Preston	Fibair Inc.	Impoundment
MC	Monongalia	Cheat Neck PSD	Cheat Lake
MC	"	Lakeview County Club	Cheat Lake-Lake Lynn
MC	"	Union District PSD	Cheat Lake-Lake Lynn
MC	"	Cooper's Rock State Park	Impoundment
MC	Preston	Kingwood Water	Cheat River

MC	*	Hopemount State Hosp.	Snowy Creek
MC	*	Rowlesburg Water	Keyser Run & Cheat River
MC	*	Albright	Cheat River
MC	Tucker	Parsons Water	Shavers & Elk Lick Fork
MC	"	Thomas Municipal	Thomas Reservoir
MC	"	Harrick PSD	Dry Fork
MC	"	Douglas Water System	Long Run
MC	"	Davis Water	Blackwater River
MC	"	Hambleton Water System	Roaring Creek
MC	"	Canaan Valley State Park	Blackwater River
MC	Pocahontas	Cheat Mt. Sewer	Shavers Lake
MC	"	Snowshoe Co. Water	Shavers Fork
MC	Randolph	Womelsdorf Water	Yokum Run
MW	Harrison	Lumberport Water	Jones Run
MW	"	Clarksburg Water Bd.	West Fork River
MW	"	Bridgeport Mun. Water	Deacons & Hinkle Creek
MW	"	Salem Water Board	Dog Run
MW	"	West Milford Water	West Fork River
MW	Lewis	W.V. Water-Weston District	West Fork River
MW	"	Jackson's Mill Camp	Impoundment
MW	"	West Fork River PSD	West Fork River
MW	"	Kennedy Compressor Station	West Fork River
MW	"	Jane Lew Water Comm.	Hackers Creek
MW	Harrison	Bel-Meadow Country Club	Lake
MW	"	Harrison Power Station	West Fork River
MW	"	Oakdale Portal	Impoundment
MW	"	Robinson Port	Impoundment
MT	Marion	Fairmont Water Comm.	Tygart River
MT	"	Mannington Water	Impoundment
MT	"	Monongah Water Works	Tygart River
MT	"	Eastern Assoc. Coal Corp	Impoundment
MT	"	Four States Water	Impoundment
MT	Harrison	Shinnston Water Dept.	Tygart River
MT	Taylor	Grafton Water	Tygart River-Lake
MT	Barbour	Phillippi Water	Tygart River
MT	"	Bethlehem Mines Corp.	Impoundment
MT	"	Belington Water Works	Tygart River & Mill Run Lake
MT	Randolph	Elkins Municipal Water	Tygart River
MT	"	Beverly Water	Tygart river
MT	"	Valley Water	Tygart River
MT	"	Huttonsville Medium Security Prison	Tygart River
MT	"	Mill Creek Water	Mill Creek
MTB	Upshur	Buckhannon Water Board	Buckhannon River

Ohio River

0	Zone 1	Hancock	Chester Water & Sewer	Ohio River
0	"	Brooke	City of Weirton	Ohio River
0	"	"	Weirton Steel Division	Ohio River
0	"	Ohio	Wheeling Water	Ohio River

0	"	Tyler	Sistersville Mun. Water	Ohio River
0	"	Pleasants	Pleasants Power Station	Ohio River
0	"	Cabel	Huntington Water Corp.	Ohio River
0	"	Marshall	Mobay Chemical Co.	Ohio River
0	"	Wood	E. I. DuPont	Ohio River
0	Zone 2	Marshall	Marion Water	Glass House Hollow
0	"	"	New Urindahana Water	Wheeling Creek System
0	"	Wetzel	Pine Grove Water	North Fork, Fishing Creek
0	"	Marshall	Consolidated Coal Co.	Impoundment
0	"	Tyler	Middlebourne Water	Middle Island Creek
0	"	Doddridge	West Union Mun. Water	Middle Island Creek
0	"	Mason	Ridden Valley Country	Lake/Impoundment
0	"	Jackson	Ripley Water	Mill Creek
0	"	Wayne	Wayne Municipal Water	Twelve Pole Creek
0	"	"	East Lynn Lake	East Lynn Lake
0	Zone 2	Wayne	Monterey Coal Co.	Impoundment
Little Kanawha				
	LK	Wood	Claywood Park PSD	Little Kanawha River
	LK	Calhoun	Grantville Mun. Water	Little Kanawha River
	LK	Gilmer	Glenville Utility	Little Kanawha River
	LK	"	Consolidated Gas Compressor	Steer Creek
	LK	Braxton	Burnsville Water Works	Little Kanawha River
	LK	Roane	Spencer Water	Spring Creek Mile Tree Reservoir
	LK	Wirt	Elizabeth Water	Little Kanawha River
	LKH	Ritchie	Cairo Water	North Fork Hughes River
	LKH	"	Harrisville Water	North Fork Hughes River
	LKH	"	Pennsboro Water	North Fork Hughes River
Kanawha River				
	K	Putnam	Buffalo Water	Cross Creek
	K	"	Winfield Water	Poplar Fork & Crooked Creek
	K	"	South Putnam PSD	Poplar Fork & Crooked Creek
	K	Kanawha	Cedar Grove Water	Kanawha River
	K	"	Pratt Water	Kanawha River
	K	Fayette	Armstrong PSD PO-KI-CO-EL	Kanawha River & Gum Hollow
	K	"	Kanawha Water Co.-	Unnamed Tributary
				Kanawha Beards

K	Kanawha	Midland Trail School	Fork River
K	"	Cedar Coal Co.	Impoundment
K	Fayette	Elkem Metals Co.	Impoundment
K	"	Deepwater PSD	Kanawha River
			Kanawha River
K	"	Kanawha Falls PSD	Kanawha River
K	"	W.V. Water-Montgomery	Kanawha River

Pocatalico River

KP	Kanawha	Sissonville PSD	Pocatalico River
KP	Roane	Walton PSD	Silcott Fork Dam

Coal River

KC	Kanawha	St. Albans Water	Coal River
KC	"	Washington PSD	Coal River
KC	Lincoln	Lincoln PSD	Coal River
KC	Boone	Coal River PSD	Coal River
KC	"	Whitesville PSD	Coal River
KC	Raleigh	Armco Mine 10	Marsh Fork
KC	"	Armco Steel-Montc.	Coal River
		Stickney	
KC	Raleigh	Peabody Coal	Coal River
KC	"	Stephens Lake Park	Lake Stephens
KC	Boone	W.V. Water-Madison Dist.	Little Coal River
KC	"	Van PSD	Pond Fork
KC	Raleigh	Consol. Coal Co.	Workmans Creek
KC	Boone	Water Ways Park	Coal River

Elk River

KE	Kanawha	Clendenin Water	Elk River
KE	"	W.V. Water-Kanawha	Elk River
		Valley District	
KE	Kanawha	Pinch PSD	Elk River
KE	Clay	Clay Waterworks	Elk River
KE	"	Proclous PSD	Elk River
KE	Braxton	Flatwoods-Cancee Run PSD	Elk River
KE	"	Sugar Creek PSD	Elk River
KE	"	W.V. Water-Gassaway Dist.	Elk River
KE	"	W.V. Water-Sutton Dist.	Elk River
KE	Webster	W.V. Water-Webster Springs	Elk River
KE	"	Holly River State Park	Holly River

Gauley River

KG	Nicholas	Craigsville PSD	Gauley River
KG	"	Summersville Water	Impoundment/Muddle
			ty Creek
KG	"	Nettie-Leivasy PSD	Jim Branch
KG	Webster	Cowen PSD	Gauley River
KG	Nicholas	Wilderness PSD	Anglins Creek &
			Meadow River
KG	"	Richwood Water	North Fork Cherry
			River

New River

KN	Fayette	Ames Heights Water	Mill Creek
KN	"	Mt. Hope Water	Impounded Mine (Surface)
KN	"	Ansted Municipal Water	Mill Creek
KN	"	Fayette Co. Park	Impoundment
KN	"	New River Gorge Campground	Impoundment
KN	"	Fayetteville Water	Wolfe Creek
KN	Raleigh	Beckley Water	Glade Creek
KN	"	Westmoreland Coal Co.	Farley Branch

Bluestone River

KNB	Summers	Jumping Branch-Nimitz	Mt. Valley Lake
KNB	"	Bluestone Conf. Center	Bluestone Lake
KNB	"	Pipestem State Park	Impoundment
KNB	Mercer	Town of Athens	Impoundment
KNB	"	Bluewell PSD	Impoundment
KNB	"	Bramwell Water	Impoundment
KNB	"	Green Valley-Glenwood PSD	Bailey Reservoir
KNB	"	Kelly's Tank	Spring
KNB	"	W.V. Water Princeton	Impoundment/Brush Creek
KNB	"	Lashmeat PSD	Impoundment
KNB	"	Pinnacle Water Assoc.	Mine
KNB	"	W.V. Water Bluefield	Impoundment

Greenbrier River

KNG	Summers	W.V. Water Hinton	Greenbrier River & New River
KNG	"	Big Bend PSD	Greenbrier River
KNG	Greenbrier	Alderson Water Dept.	Greenbrier River
KNG	"	Ronceverte Water	Greenbrier River
KNG	"	Lewisburg Water	Greenbrier River
KNG	Pocahontas	Denmar State Hospital	Greenbrier River
KNG	"	Water	
KNG	"	City of Marlinton Water	Knapp Creek
KNG	"	Cass Scenic Railroad	Leatherbark Creek
KNG	"	Upper Greenbrier PSD	Greenbrier River
KNG	"	The Hermitage	Greenbrier River

Guyandotte River

OG	Cabell	Salt Rock PSD	Guyandotte River
OG	Lincoln	West Hamlin Water	Guyandotte River
OG	Logan	Logan Water Board	Guyandotte River
OG	"	Man Water Works	Guyandotte River
OG	"	Buffalo Creek PSD	Buffalo Creek/ Mine/Wells
OG	Logan	Chapmanville	Guyandotte River
OG	"	Logan PSD	Whitman Creek/ Guyandotte River

OG	Mingo	Gilbert Water	Guyandotte River
OG	Wyoming	Oceana Water	Laurel Fork
OG	"	Glen Rogers PSD	Impoundment
OG	"	Pineville Water	Pinnacle Creek/ Guyandotte River
OG	Raleigh	Raleigh Co. PSD-Amigo	Tommy Creek
OMG	Cabell	Milton Water Works	Guyandotte River
OMG	"	Culloden PSD	Indian Fork Creek
OMG	Putnam	Hurricane Municipal Water	Impoundment
OMG	"	Lake Washington PSD	Lake Washington

Big Sandy River

BS	Wayna	Kenova Municipal Water	Big Sandy River
BS	"	Fort Gay Water	Tug Fork
BST	Mingo	Kermit Water	Tug Fork
BST	"	Matewan Water	Tug Fork
BST	"	A & H Coal Co., Inc.	Impoundment
BST	"	Williamson Water	Impoundment
BST	McDowell	City of Welch	Impoundment/Wells
BST	"	City of Gary	Impoundment/Mine

APPENDIX C
CATEGORY E-3 - POWER PRODUCTION

This list contains known power production facilities and is not intended to exclude any waters as described in section 6.6.C, herein.

<u>River Basin</u>	<u>County</u>	<u>Station Name</u>	<u>Operating Company</u>
Monongahela River			
M	Monongalia	Fort Martin Power Station	Monongahela Power
M	Marion	Rivasville Station	Monongahela Power
MC	Preston	Albright Station	Monongahela Power
Potomac	Grant	Mt. Storm Power Station	Virginia Electric & Power Company
Ohio River			
O - Zone 1	Wetzel	Hannibal (Hydro)	Ohio Power
O	"	Marshall	Ohio Power
O	"	"	Ohio Power
O	"	Pleasants	Monongahela Power
O	"	"	Monongahela Power
O	"	Mason	Central Operating (AEP)
O	"	"	Ohio Power
O	"	"	Appalachian Power Co.
K	Putnam	Winfield (Hydro)	Appalachian Power Co.
K	Kanawha	Marnet (Hydro)	Appalachian Power Co.
K	"	London (Hydro)	Appalachian Power Co.
K	"	Kanawha River	Appalachian Power Co.
K	"	John E. Amos	Appalachian Power Co.

APPENDIX D
CATEGORY C - WATER CONTACT RECREATION

This list contains waters known to be used for water contact recreation and is not intended to exclude any waters as described in section 6.4, herein.

<u>River Basin</u>	<u>Stream Code</u>	<u>Stream</u>	<u>County</u>	
Shenandoah	S	Shenandoah River	Jefferson	
Potomac	P	Potomac River	Jefferson	
	P	" "	Hampshire	
	P	" "	Berkeley	
	P	" "	Morgan	
	P-9	Sleepy Creek & Meadow Branch		
	P-9-G-1	North Fork of Indian Run	Morgan	
South Branch	PSB	South Branch of Potomac River	Hampshire	
	PSB	" "	Hardy	
	PSB	" "	Grant	
	PSB-21-X	Hawes Run	Pendleton	
	PSB-25-C-2	Spring Run	Grant	
	PSB-28	North Fork South Branch Potomac River	Grant	
North Branch	PNB	North Branch of Potomac River	Mineral	
	PNB-4-EE	North Fork Patterson Creek	Grant	
	PNB-7-H	Linton Creek	Grant	
	PNB-17	Stoney River-Mt. Storm Lake	Grant	
	PC	Cacapon River	Hampshire	
	Monongalia	MC	Cheat Lake/Cheat river	Monongalia/Preston
MC		Alpine Lake	Preston	
MC-6		Coopers Rock Lake/Quarry Run	Monongalia	
MC-12		Big Sandy Creek	Preston	
MSC		Shavers Fork	Randolph	
MTN		Middle Fork River	Barbour/ Randolph/ Upshur	
MW		West Fork River	Harrison	
MW-18		Stonewall Creek/ Stonewall Lake	Lewis	
Ohio		O	Ohio River	Brooke/ Cabell/ Hancock/

			Jackson/ Marshall/ Mason/Ohio/Pleasant ts/ Tyler/Wayne/Wood/W etzel Wayne
	O-2-H	Beach Fork of Twelvepole Creek/Beech Fork Lake	
	O-2-Q	East Fork of Twelvepole Creek/East Lynn Lake	Wayne
	O-3 O-21	Fourpole Creek Old Town Creek/ McClintic Ponds	Cabell Mason
	OMI	Middle Island Creek/ Crystal Lake	Doddridge
	OG OG	Guyandotte River Guyandotte River/ R. D. Bailey Lake	Cabell Wyoming
	OGM	Mud River	Cabell
Little Kanawha	LK	Little Kanawha River/ Burnsville Lake	Braxton
Kanawha	K	Kanawha River	Fayette/ Kanawha/ Mason/ Putnam
	K-1	Unnamed Tributary Krodel Lake	Mason
	KC KC-45-Q	Coal River Stephens Branch/ Lake Stephens	Kanawha Raleigh
	KE	Elk River	Kanawha/ Clay/ Braxton/ Webster/ Randolph
	KE	Sutton lake	Braxton
	KN	New River	Fayette/ Raleigh/ Summers
	KN-26-F	Little Beaver Creek	Raleigh
	KNG	Greenbrier River	Greenbrier/Pocahon tas/Summers
	KNG-23-E-1	Little Devil Creek/ Moncove Lake	Monroe
	KNG-28 KNG-28-P	Anthony Creek Meadow Creek/ Lake Sherwood	Greenbrier Greenbrier

KNB	Bluestone River/ Bluestone Lake	Summers
KG KG	Gauley River Gauley River/ Summersville Lake	Webster Nicholas
KGW	Williams River	Webster

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.1 Dissolved Aluminum (ug/l) Not to exceed ⁽⁴⁾ :	750xCF ⁵	87xCF ^{3 60}	750xCF ⁵	87xCF ^{3 60}			
8.2. Acute and chronic aquatic life criteria for ammonia shall be determined using the National Criterion for Ammonia in Fresh Water ⁴ from USEPA's 1999 Update of Ambient Water Quality Criteria for Ammonia (EPA-822-R-99-014, December 1999)	X	X	X	X			
8.3 Antimony (ug/l) Not to exceed:					4300	14	
8.4 Arsenic ³ (ug/l) Not to exceed:					50	50	100
8.4.1 Dissolved Trivalent Arsenic Not to exceed:	360 x CF ⁵	190 x CF ³	360 x CF ⁵	190 x CF ³			
8.5 Barium (mg/l) Not to exceed:						1.0	
8.6 Beryllium (ug/l)	130		130			.0077	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			
8.7 Cadmium (ug/l) Hardness Soluble Cd (mg/l CaCO ₃) 0 - 35 1.0 36 - 75 2.0 76 - 150 5.0 > 150 10.0						X	
8.7.1 Not to exceed 10 ug/l in the Ohio River (O Zone 1) main stem (see section 7.1.d, herein)						X	
8.7.3 The four-day average concentration of dissolved cadmium shall not exceed the value determined by the following equation: $Cd = e^{(0.7832)(\ln(10000) - 3.499)} \times CF^d$		X		X			
8.7.4 The one-hour average concentration of dissolved cadmium shall not exceed the value determined by the following equation: $Cd = e^{(1.120)(\ln(10000) - 3.499)} \times CF^d$	X		X				
8.8 Chloride (mg/l) Not to exceed:	860	230	860	230	250	250	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.9.1 Chromium, dissolved hexavalent (ug/l): Not to exceed:	16 x CF ⁵	11 x CF ⁵	16 x CF ⁵	7.2 x CF ⁵		50	
8.9.2 Chromium, trivalent (ug/l) The one-hour average concentration of dissolved trivalent chromium shall not exceed the value determined by the following equation: $\exp(0.8190[\ln(\text{hardness})]+3.7256) \times (CF^5)$	X		X				
8.9.3 The four-day average concentration of dissolved trivalent chromium shall not exceed the value determined by the following concentration: $\exp(0.8190[\ln(\text{hardness})]+0.6848) \times (CF^5)$.		X		X			
8.10 Copper (ug/l) Not to exceed:						1000	
8.10.1 The four-day average concentration of dissolved copper shall not exceed the value determined by the following equation: $Cu = \exp(0.8190[\ln(\text{hardness})]-1.465) \times CF^5$		X		X			

APPENDIX B, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.10.2 The one-hour average concentration of dissolved copper shall not exceed the value determined by the following equation: $Cu = e^{(0.922(4-4.0)) - 1.429} \times C^0$	X		X				
8.11 Cyanide (mg/l) (As free cyanide HCN+CN ⁻) Not to exceed:	22	5.0	22	5.0	5.0	5.0	
8.12 Dissolved Oxygen ⁵ : not less than 5 mg/l at any time.	X				X	X	X
8.12.1 Kanawha River main stem, Zone 1 - Not less than 4.0 mg/l at any time.	X						
8.12.2 Ohio River main stem - the average concentration shall not be less than 5.0 mg/l per calendar day and shall not be less than 4.0 mg/l at any time or place outside any established mixing zone - provided that a maximum of 5.0 mg/l at any time is maintained during the April 15-June 15 snowmelt season.	X						

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.12.3 Not less than 7.0 mg/l in spawning areas and in no case less than 6.0 mg/l at any time.			X				
8.13 Fecal Coliform: Maximum allowable level of fecal coliform content for Primary Contact Recreation (either MPN or MF) shall not exceed 200/100 ml as a monthly geometric mean based on not less than 5 samples per month; nor to exceed 400/100 ml in more than ten percent of all samples taken during the month.					X	X	
8.13.1 Ohio River main stem (zone 1) - During the non-recreational season (November through April only) the maximum allowable level of fecal coliform for the Ohio River (either MPN or MF) shall not exceed 2000/100 ml as a monthly geometric mean based on not less than 5 samples per month.					X		
8.14 Fluoride (mg/l) Not to exceed:						1.4	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.14.1 Not to exceed 2.0 for category D uses.							X
8.15 Iron* (mg/l) Not to exceed:		1.5		0.5		1.5	
8.16 Lead (ug/l) Not to exceed:						50	
8.16.1 The four-day average concentration of dissolved lead shall not exceed the value determined by the following equation: $Pb = e^{(1.27)(\ln(\text{category}) - 1.705)} \times CF^2$		X		X			
8.16.2 The one-hour average concentration of dissolved lead shall not exceed the value determined by the following equation: $Pb = e^{(1.27)(\ln(\text{category}) - 1.48)} \times CF^2$	X		X				
8.17 Manganese (mg/l) (see §6.2.d) Not to exceed:						1.0	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.18 Mercury The total organism body burden of any aquatic species shall not exceed 0.5 ug/g as methylmercury.					0.5	0.5	
8.18.1 Total mercury in any unfiltered water sample shall not exceed (ug/l):	2.4		2.4		0.15	0.14	
8.18.2 Methylmercury (water column) Not to exceed (ug/l):		.012		.012			
8.19 Nickel (ug/l) Not to exceed:					4600	510	
8.19.1 The four-day average concentration of dissolved nickel shall not exceed the value determined by the following equation: $Ni = e^{(0.2547)(\ln(4600) - 1.1047)} \times C^2$		X		X			
8.19.2 The one-hour average concentration of dissolved nickel shall not exceed the value determined by the following equation: $Ni = e^{(0.2547)(\ln(4600) - 1.1047)} \times C^2$	X		X				
8.20 Nitrate (as Nitrate-N) (mg/l)						10	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.21 Nitrite (as Nitrite-N) (mg/l) Not to exceed:	1.0		.060				
8.22 Organics							
Chlordane ⁵ (ug/l)	2400	4.3	2400	4.3	0.46	0.46	0.46
DDT ⁶ (ug/l)	1100	1.0	1100	1.0	0.024	0.024	0.024
Aldrin ⁷ (ug/l)	3.0		3.0		0.071	0.071	0.071
Dieldrin ⁸ (ug/l)	2500	1.9	2500	1.9	0.071	0.071	0.071
Endrin (ug/l)	180	2.3	180	2.3	2.3	2.3	2.3
Toxaphene ⁹ (ug/l)	730	0.2	730	0.2	0.73	0.73	0.73
PCB ¹⁰ (ug/l)		14.0		14.0	0.045	0.044	0.045
Methoxychlor (ug/l)		0.03		0.03	0.03	0.03	0.03
Dioxin (2,3,7,8-TCDD) ¹¹ (ug/l)					0.014	0.013	0.014
Acrylonitrile ¹² (ug/l)					0.66	0.059	
Benzene ¹³ (ug/l)					71	0.66	
1,2-dichlorobenzene (mg/l)					17	2.7	
1,3-dichlorobenzene (mg/l)					2.6	0.4	

APPENDIX B, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

1,4-dichlorobenzene (mg/l)					2.6	0.4	
2,4-dinitrotoluene ^b (ug/l)					9.1	0.11	
Hexachlorobenzene ^b (ng/l)					0.77	0.72	
Carbon tetrachloride ^b (ug/l)					4.4	0.25	
Chloroform ^b (ug/l)					470	5.7	
Halomethanes (ug/l)					15.7	0.19	
1,2-dichloroethane ^b (ug/l)					99	0.035	
1,1,1-trichloroethane ^b (mg/l)						12	
1,1,2,2-tetrachloroethane (ug/l)					11	0.17	
1,1-dichloroethylene ^b (ug/l)					3.2	0.03	
Trichloroethylene ^b (ug/l)					81	2.7	
Tetrachloroethylene ^b (ug/l)					8.85	0.8	
Toluene ^b (mg/l)					200	6.8	
Polynuclear Aromatic Hydrocarbons (PAH) ^b (ug/l)					0.031	.0028	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

Phthalate esters (ug/l)		3.0		3.0			
Vinyl chloride ^b (chloroethene)(ug/l)					525	2.0	
alpha-BHC (alpha- Hexachloro-cyclohexane) ^b (ug/l)					0.013	.0039	
beta-BHC(beta- Hexachloro-cyclohexane) ^b (ug/l)					0.046	0.014	
gamma-BHC (gamma- Hexachloro-cyclohexane) ^b (ug/l)	2.0	0.08	2.0	0.08	0.063	0.019	
Chlorobenzene (mg/l)					21	0.68	
Ethylbenzene (mg/l)					29	3.1	
Heptachlor ^b (ng/l)	520	3.8	520	3.8	0.21	0.21	
2-methyl-4,6-Dinitrophenol (ug/l)					765	13.4	
Fluoranthene (ug/l)					370	300	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.22.1 The organic chemicals listed in §8.22 shall not exceed the specified water quality criteria. When the specified criteria are less than the practical laboratory quantification level, instream values will be calculated from discharge concentrations and flow rates, where applicable.							
8.23 pH ⁵ No values below 6.0 nor above 9.0. Higher values due to photosynthetic activity may be tolerated.	X	X	X	X	X	X	X
8.24 Phenolic Materials							
8.24.1 Phenol (ug/l) Not to exceed:					4,600,000	21,000	
8.24.2 2-Chlorophenol (ug/l) Not to exceed:					400	120	
8.24.3 2,4-Dichlorophenol (ug/l) Not to exceed:					790	93	
8.24.4 2,4-Dimethylphenol (ug/l) Not to exceed:					2300	540	
8.24.5 2,4-Dinitrophenol (ug/l) Not to exceed:					14,000	70	

APPENDIX B, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			
8.24.6 Pentachlorophenol ^b (ug/l)					8.2	0.28	
8.24.6.a The one-hour average concentration of pentachlorophenol shall not exceed the value determined by the following equation: $\exp(1.005(\text{pH})-4.869)$	X		X				
8.24.6.b The 4-day average concentration of pentachlorophenol shall not exceed the value determined by the following equation: $\exp(1.005(\text{pH})-5.134)$.		X		X			
8.24.7 2,4,6-Trichlorophenol ^b (ug/l) Not to exceed:					6.5	2.1	
8.25 Radioactivity: Gross Beta activity not to exceed 1000 picocuries per liter (pCi/l), nor shall activity from dissolved strontium-90 exceed 10 pCi/l, nor shall activity from dissolved alpha emitters exceed 3 pCi/l.	X		X		X	X	X

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

<p>8.25.1 Gross total alpha particle activity (including radium-226 but excluding radon and uranium) shall not exceed 15 pCi/l and combined radium-226 and radium-228 shall not exceed 5pCi/l; provided that the specific determination of radium-226 and radium-228 are not required if dissolved particle activity does not exceed 5pCi/l; the concentration of tritium shall not exceed 20,000 pCi/l; the concentration of total strontium-90 shall not exceed 8 pCi/l in the Ohio River main stem.</p>	X		X		X	X	X										
<p>8.26 Selenium (ug/l) Not to exceed:</p>	20	5	20	5		10											
<p>8.27 Silver (ug/l)</p> <table border="0"> <tr> <td>Hardness</td> <td>Silver</td> </tr> <tr> <td>0-50</td> <td>1</td> </tr> <tr> <td>51-100</td> <td>4</td> </tr> <tr> <td>101-200</td> <td>12</td> </tr> <tr> <td>>201</td> <td>24</td> </tr> </table>	Hardness	Silver	0-50	1	51-100	4	101-200	12	>201	24				X		X	
Hardness	Silver																
0-50	1																
51-100	4																
101-200	12																
>201	24																

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			
8.27.1							
0-50 1							
51-100 4							
101-200 12							
201-400 24							
401-500 30							
501-600 43		X					
8.27.2 The one-hour average concentration of dissolved silver shall not exceed the value determined by the following equation: $Ag = \frac{(1.72)(C_{dissolved})^{0.53}}{100} \times CP^0$	X		X				

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			
<p>8.28 Temperature Temperature rise shall be limited to no more than 5°F above natural temperature, not to exceed 87°F at any time during months of May through November and not to exceed 73°F at any time during the months of December through April. During any month of the year, heat should not be added to a stream in excess of the amount that will raise the temperature of the water more than 5°F above natural temperature. In lakes and reservoirs, the temperature of the epilimnion should not be raised more than 3°F by the addition of heat of artificial origin. The normal daily and seasonal temperature fluctuations that existed before the addition of heat due to other natural causes should be maintained.</p>	X						
<p>8.28.1 For the Kanawha River Main Stem (K-1): Temperature rise shall be limited to no more than 5°F above natural temperature, not to exceed 90°F in any case.</p>	X						

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION																	
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES											
	B1, B4		B2		C ³	A ⁴												
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²														
<p>8.28.2 For the Bluestone R (KNB), Bluestone Lake (KN-60) East River (KNE), New River (KN), Gauley R. (KG) and Greenbrier River (KNG): Temperature rise shall be limited to no more than 5°F above natural temperature, not to exceed 81°F at any time during the months of May through November and not to exceed 73°F at any time during December through April.</p>				X														
<p>8.28.3 No heated effluents will be discharged in the vicinity of spawning areas. The maximum temperatures for cold waters are expressed in the following table:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th> <th>Daily Mean °F</th> <th>Hourly Max °F</th> </tr> </thead> <tbody> <tr> <td>Oct-Apr</td> <td>50</td> <td>55</td> </tr> <tr> <td>Sep-May</td> <td>58</td> <td>62</td> </tr> <tr> <td>Jun-Aug</td> <td>66</td> <td>70</td> </tr> </tbody> </table>		Daily Mean °F	Hourly Max °F	Oct-Apr	50	55	Sep-May	58	62	Jun-Aug	66	70				X		
	Daily Mean °F	Hourly Max °F																
Oct-Apr	50	55																
Sep-May	58	62																
Jun-Aug	66	70																

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.28.4 For Ohio River Main Stem (01) (see section 7.1.d, herein):						
Period	Inst.					
Dates	Avg.	Max.				
Jan 1-31	45°F	50°F				
February	45	50				
March 1-15	51	56				
March 16-31	54	59				
April 1-15	58	64				
April 16-30	64	69				
May 1-15	68	73				
May 16-31	73	80				
June 1-15	80	85				
June 16-30	83	87				
July 1-31	84	89				
August 1-31	84	89				
Sept 1-15	84	87				
Sept 16-30	82	86				
Oct 1-15	77	82				
Oct 16-31	72	77				
Nov 1-30	67	72				
Dec 1-31	52	57	X			
8.29 Thallium (ug/l)					63	1.7

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

8.30 Threshold odor ^a Not to exceed a threshold odor number of 8 at 104°F as a daily average.		X		X	X	X	
8.31 Total Residual Chlorine (ug/l - measured by amperometric or equivalent method) Not to exceed:	19	11					
8.31.1 No chlorinated discharge allowed			X				
8.32 Turbidity No point or non-point source to West Virginia's waters shall contribute a net load of suspended matter such that the turbidity exceeds 10 NTUs over background turbidity when the background is 50 NTU or less, or have more than a 10% increase in turbidity (plus 10 NTU minimum) when the background turbidity is more than 50 NTUs.							

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION						
	AQUATIC LIFE				HUMAN HEALTH		ALL OTHER USES
	B1, B4		B2		C ³	A ⁴	
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

<p>This limitation shall apply to all earth disturbance activities and shall be determined by measuring stream quality directly above and below the area where drainage from such activity enters the affected stream. Any earth disturbing activity continuously or intermittently carried on by the same or associated persons on the same stream or tributary segment shall be allowed a single net loading increase.</p>		X		X	X	X	
<p>8.32.1 This rule shall not apply to those activities at which Best Management Practices in accordance with the State's adopted 208 Water Quality Management Plan are being utilized, maintained and completed on a site-specific basis as determined by the appropriate 208 cooperative or an approved Federal or State Surface Mining Permit is in effect. This exception shall not apply to Trout Waters.</p>		X			X	X	

APPENDIX E, TABLE 1

PARAMETER	USE DESIGNATION					ALL OTHER USES	
	AQUATIC LIFE				HUMAN HEALTH		
	B1, B4		B2		C ³		A ⁴
	ACUTE ¹	CHRON ²	ACUTE ¹	CHRON ²			

<p>§.33 Zinc (ug/l) The four-day average concentration of dissolved zinc shall not exceed the value determined by the following equation^a:</p> $Zn = e^{(0.0072)(Hardness)^{0.7249}} \times CF^5$		X		X			
<p>§.33.1 The one-hour average concentration of dissolved zinc shall not exceed the value determined by the following equation^a:</p> $Zn = e^{(0.0072)(Hardness)^{0.7249}} \times CF^5$	X		X				

1 One hour average concentration not to be exceeded more than once every three years on the average, unless otherwise noted.

2 Four-day average concentration not to be exceeded more than once every three years on the average, unless otherwise noted.

3 These criteria have been calculated to protect human health from toxic effects through fish consumption, unless otherwise noted.

4 These criteria have been calculated to protect human health from toxic effects through drinking water and fish consumption, unless otherwise noted.

5 The appropriate Conversion Factor (CF) is a value used as a multiplier to derive the dissolved aquatic life criterion is found in Appendix E, Table 2.

a Hardness as calcium carbonate (mg/l). The minimum hardness allowed for use in this equation shall not be less than 25 mg/l, even if the actual ambient hardness is less than 25 mg/l. The maximum hardness value for use in this equation shall not exceed 400 mg/l even if the actual hardness is greater than 400 mg/l.

b Known or suspected carcinogen. Human health standards are for a risk level of 10^{-6} .

c May not be applicable to wetlands (B4) - site-specific criteria are desirable.

d The early life stage equation in the National Criterion shall be used to establish chronic criteria throughout the state unless the applicant demonstrates that no early life stages of fish occur in the affected water(s).

e Until July 4, 2007, the aluminum criteria will be implemented as follows: the chronic aluminum criterion shall be 87 ug/l for trout waters (as defined in section 2.20 of this rule) and shall be 750 ug/l for all other waters of the state. The implementation of the interim criteria provides time for a study to develop aluminum criteria for waters of the state which are based upon sound science and are protective of aquatic life.

**APPENDIX E
TABLE 2**

Conversion Factors

Metal	Acute	Chronic
Aluminum	1.000	1.000
Arsenic (III)	1.000	1.000
Cadmium	$1.136672 - [(\ln \text{ hardness}) \times (0.041838)]$	$1.101672 - [(\ln \text{ hardness}) \times (0.041838)]$
Chromium (III)	0.316	0.860
Chromium(VI)	0.982	0.962
Copper	0.960	0.960
Lead	$1.46203 - [(\ln \text{ hardness}) \times (0.145712)]$	$1.46203 - [(\ln \text{ hardness}) \times (0.145712)]$
Nickel	0.998	0.997
Silver	0.85	N/A
Zinc	0.978	0.986

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Acculab, Inc.
(Company)

Chris Ellis Chris Ellis, President
(Authorized Signature) (Representative Name, Title)

(304) 752-6798 (304) 752-5933 7-16-15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Acculab, Inc.
Company

Chris Ellis
Authorized Signature

7-16-15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 112830

Doc Description: Addendum 01 Open-end to collect and conduct water sample

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-25	2015-07-16 13:30:00	CRFQ 0313 DEP1500000109	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

*Acculab, Inc.
 167 Stollings Ave
 Logan, WV 25601*

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X

Chris Ellis

FEIN # 55-0711201

DATE 7-16-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Item 1.0 Ph	3000.00000	EA	0	0

Comm Code	Manufacturer	Specification	Model #
70171602	Oakton		pH 700

Extended Description :

Item 1.0 Ph

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Item 2.0 Temperature	3000.00000	EA	0	0

Comm Code	Manufacturer	Specification	Model #
70171602	YSI		

Extended Description :

Item 2.0 Temperature

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Item 3.0 Flow	3000.00000	EA	6.00	18,000

Comm Code	Manufacturer	Specification	Model #
70171602	Marsh McBirney		flow mate

Extended Description :

Item 3.0 Flow

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Item 4.0 Total Hot Acidity	3000.00000	EA	1.50	4,500

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 4.0 Total Hot Acidity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Item 5.0 Mineral Acidity	3000.00000	EA	1.50	4,500

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 5.0 Mineral Acidity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Item 6.0 Total Alkalinity	3000.00000	EA	1.50	4,500

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :
Item 6.0 Total Alkalinity

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Item 7.0 Total Fe	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700 ICP-OES

Extended Description :
Item 7.0 Total Fe

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Item 8.0 Dissolved Fe	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 8.0 Dissolved Fe

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Item 9.0 Total Mn	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 9.0 Total Mn

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Item 10.0 Dissolved Mn	3000.00000	EA	4.50	13,500

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 10.0 Dissolved Mn

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Item 11.0 TSS	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 11.0 TSS

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Item 12.0 TDS	3000.00000	EA	5.00	15,000

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 12.0 TDS

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Item 13.0 Specific Conductance	3000.00000	EA	2.00	6,000

CE

Comm Code	Manufacturer	Specification	Model #
70171602	Hach	Turbidimeter	DR 2000 2100 N

Extended Description :

Item 13.0 Specific Conductance

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Item 14.0 Sulfates	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602	Hach	Turbidimeter	DR 2000

Extended Description :

Item 14.0 Sulfates

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON US	WV25304	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Item 15.0 Total Al	3000.00000	EA	4.00	12,000

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACLE 9002

Extended Description :

Item 15.0 Total Al

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Item 16.0 Dissolved Al	3000.00000	EA	4.50	13,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :
Item 16.0 Dissolved Al

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Item 17.0 Total Antimony	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :
Item 17.0 Total Antimony

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Item 18.0 Total Arsenic	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACKE 9002

Extended Description :
Item 18.0 Total Arsenic

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Item 19.0 Total Beryllium	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACKE 9002

Extended Description :
Item 19.0 Total Beryllium

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Item 20.0 Total Cadmium Cadmium CE	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACKE 9002

Extended Description :
Item 20.0 Total Cadmium
CE

CE

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Item 21.0 Total Chromium	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACIC 9002

Extended Description :
Item 21.0 Total Chromium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Item 22.0 Total Copper	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	PINACIC 9002

Extended Description :
Item 22.0 Total Copper

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Item 23.0 Total Lead	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :

Item 23.0 Total Lead

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Item 24.0 Total Mercury	1000.00000	EA	10.00	10,000

Comm Code	Manufacturer	Specification	Model #
70171602	Cetac	MERCURYANALYZER	M-8000

Extended Description :

Item 24.0 Total Mercury

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Item 25.0 Total Nickel CE	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :

Item 25.0 Total Nickel
CE

CE

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Item 26.0 Total Selenium	1000.00000	EA	4.00	4,000

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :
Item 26.0 Total Selenium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Item 27.0 Total Silver	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pinnacle 9002

Extended Description :
Item 27.0 Total Silver

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Item 28.0 Total Zinc	1000.00000	EA	2.50	2,500

CE

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	LCP	700

Extended Description :

Item 28.0 Total Zinc

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Item 29.0 Total Thallium	1000.00000	EA	2.50	2,500

Comm Code	Manufacturer	Specification	Model #
70171602	Perkin Elmer	GFAA	Pingback 9002

Extended Description :

Item 29.0 Total Thallium

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Item 30.0 Total Cyanide	1000.00000	EA	10.00	10,000

Comm Code	Manufacturer	Specification	Model #
70171602	Glaston		Midi Dis

Extended Description :

Item 30.0 Total Cyanide

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Item 31.0 Total Phenols	1000.00000	EA	10.00	10,000

Comm Code	Manufacturer	Specification	Model #
70171602	Glaston		Midi Dis

Extended Description :
Item 31.0 Total Phenols

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Item 32.0 Total Nitrates/Nitrites	1000.00000	EA	10.00	10,000

Comm Code	Manufacturer	Specification	Model #
70171602	Cadium Reduction		

Extended Description :
Item 32.0 Total Nitrates/Nitrites

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Item 33.0 Total Sodium	1000.00000	EA	2.00	2,000

Comm Code	Manufacturer	Specification	Model #
70171602	ICP Agilent	ICP	700

Extended Description :
Item 33.0 Total Sodium

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Item 34.0 Dissolved Calcium	1000.00000	EA	2.00	2,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 34.0 Dissolved Calcium

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Item 35.0 Dissolved Magnesium	1000.00000	EA	2.00	2,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 35.0 Dissolved Magnesium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Item 36.0 Dissolved Potassium	1000.00000	EA	2.00	2,000

Comm Code	Manufacturer	Specification	Model #
70171602	Agilent	ICP	700

Extended Description :
Item 36.0 Dissolved Potassium

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Item 37.0 Dissolved Bicarbonate	1000.00000	EA	2.00	2,000

Comm Code	Manufacturer	Specification	Model #
70171602	Hach	Spectrophotometer	DR /2000

Extended Description :
Item 37.0 Dissolved Bicarbonate

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Item 38.0 Dissolved Carbonate	1000.00000	EA	2.00	2,000

CE

Comm Code	Manufacturer	Specification	Model #
70171602	OAKTON		pH-700

Extended Description :

Item 38.0 Dissolved Carbonate

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Item 39.0 Dissolved Phosphate	1000.00000	EA	3.00	3,000

Comm Code	Manufacturer	Specification	Model #
70171602	Hach	Spectrophotometer	DR/200

Extended Description :

Item 39.0 Dissolved Phosphate

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF MINING & RECLAMATION 601 57TH STSE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Item 41.0 Labor per site visit	500.00000	HOUR	25.00	12,500

Comm Code	Manufacturer	Specification	Model #
70171602			

Extended Description :

Item 41.0 Labor per site visit

	Document Phase	Document Description	Page
DEP1500000109	Final \$250,500.00	Addendum 01 Open-end to collect and conduct water sample	18 of 18

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DEP1500000109

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the following at the attached documentation:

1. To provide answers to vendor submitted questions.
2. To modify the bid opening date to July 16, 2015 at 1:30PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DEP15*109

Q: Line item #3 is measurement of flow. There are various ways to measure the flow of water and I would like to know if the WV DEP is requiring a specific way to measure and record the flow.

A: The most common method used for measuring discharge is the current-meter method. However, the appropriate approved method is dependent on the sampling site and situation.

Q: Who is currently doing the sampling and analysis on these locations?

A: There is no contract currently.

Q: Is the 500 hours adequate for the year of testing these locations?

A: That is a best estimate for bidding purposes only.

Q: Is mileage allowed to be included in the bid package and what is the rate allowed by the State at this time?

A: No. The contract must be bid as per the specs of the RFQ.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Acculab, Inc.

Company

Chris Ellis

Authorized Signature

7-16-15

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

CE

Attachment I

WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT

List of Certified Parameters
for

ACCULAB, INC.
LOGAN, WEST VIRGINIA

PARAMETERS CERTIFIED

NONPOTABLE WATER INORGANIC NONMETALS

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Acidity, Hot	SM2310 B(4a)-11	Titrimetric
Alkalinity	SM2320 B-11	Titrimetric
Ammonia	SM4500-NH3 B-11	Distillation
Ammonia	SM4500-NH3 C-11	Titrimetric
Chloride	HACH 8225	Titrimetric
Chlorine, Residual	HACH 8167	Spectrophotometric
Conductance, Specific	SM2510 B-11	Probe
Cyanide, Total	SM4500-CN C-99	Distillation
Cyanide, Total	SM4500-CN E-11	Spectrophotometric
Hardness, Total	SM2340 B-11	Calculation
Nitrate	SM4500-NO3 E-11 minus SM4500-NO2 B-11	Calculation
Nitrate-Nitrite	SM4500-NO3 E-11	Spectrophotometric
Nitrite	SM4500-NO2 B-11	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 B-11	Distillation
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 C-11	Titrimetric
Nitrogen, Total Kjeldahl (TKN)	SM4500-Norg B-11	Digestion
Oil & Grease	EPA1664 A	Gravimetric
Oxygen Demand, Biochemical (BOD)	SM5210 B-11	Probe
Oxygen Demand, Chemical (COD)	HACH 8000	Spectrophotometric
Oxygen, Dissolved	SM4500-O G-11	Probe
pH (Hydrogen Ion)	SM4500-H B-11	Electrode
Phenolics, Total	EPA420.1 Rev 1978	Spectrophotometric
Phosphorus, Total	HACH 8190	Spectrophotometric
Silica	SM4500-SiO2 C-11	Spectrophotometric
Solids, Dissolved	SM2540 C-11	Gravimetric
Solids, Settleable	SM2540 F-11	Imhoff
Solids, Suspended	SM2540 D-11	Gravimetric
Sulfate	SM4500-SO4 E-11	Turbidimetric
Temperature	SM2550 B-00	Thermometric
Turbidity	SM2130 B-11	Turbidimetric

NONPOTABLE WATER TRACE METALS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Aluminum	EPA200.7 Rev 4.4-1994	ICP
Aluminum	SM3111 D-11	FAA
Aluminum	SM3113 B-11	GFAA
Antimony	EPA200.7 Rev 4.4-1994	ICP
Antimony	SM3113 B-11	GFAA
Arsenic	EPA200.7 Rev 4.4-1994	ICP
Arsenic	SM3113 B-11	GFAA
Beryllium	EPA200.7 Rev 4.4-1994	ICP
Beryllium	SM3113 B-11	GFAA
Cadmium	EPA200.7 Rev 4.4-1994	ICP
Cadmium	SM3113 B-11	GFAA
Calcium	EPA200.7 Rev 4.4-1994	ICP
Calcium	SM3111 B-11	FAA
Chromium	EPA200.7 Rev 4.4-1994	ICP
Chromium	SM3113 B-11	GFAA
Copper	EPA200.7 Rev 4.4-1994	ICP
Copper	SM3113 B-11	GFAA
Iron	EPA200.7 Rev 4.4-1994	ICP
Iron	SM3111 B-11	FAA
Lead	EPA200.7 Rev 4.4-1994	ICP
Lead	SM3113 B-11	GFAA
Magnesium	EPA200.7 Rev 4.4-1994	ICP
Magnesium	SM3111 B-11	FAA
Manganese	EPA200.7 Rev 4.4-1994	ICP
Manganese	SM3111 B-11	FAA
Mercury	EPA245.7 Rev 2.0-2005	CVAF
Metals	SM3030 D-11	Digestion
Metals	SM3030 E-11	Digestion
Nickel	EPA200.7 Rev 4.4-1994	ICP
Nickel	SM3113 B-11	GFAA
Potassium	EPA200.7 Rev 4.4-1994	ICP
Potassium	SM3111 B-11	FAA
Selenium	EPA200.7 Rev 4.4-1994	ICP
Selenium	SM3113 B-11	GFAA
Silica	SM3111 D-11	Calculation
Silicon	SM3111 D-11	FAA
Silver	EPA200.7 Rev 4.4-1994	ICP
Silver	SM3113 B-11	GFAA
Sodium	EPA200.7 Rev 4.4-1994	ICP
Sodium	SM3111 B-11	FAA
Thallium	EPA200.7 Rev 4.4-1994	ICP
Thallium	SM3113 B-11	GFAA
Zinc	EPA200.7 Rev 4.4-1994	ICP
Zinc	SM3111 B-11	FAA

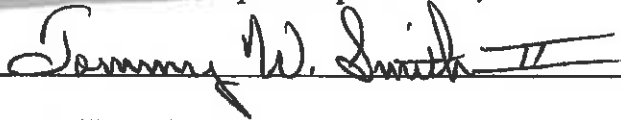
NONPOTABLE WATER MICROBIOLOGY

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Coliform, Fecal (MF)	SM9222 D-97	Membrane Filter
Coliform, Total (MF)	SM9222 B-97	Membrane Filter

This laboratory may test **ONLY** for those environmental parameters listed above for compliance reporting purposes. All testing must be by the test method cited in the current application for certification.

This Certification Expires September 30, 2015.

Certificate No 062

 Issued on October 17, 2014

Tommy W. Smith II
Quality Assurance Officer

NOTE: This Attachment I supersedes & voids all previous Attachment I documents issued by WV DEP.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Chris Ellis - Acculob Inc. Signed: Chris Ellis
Date: 7-16-15 Title: President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Acculab, Inc.

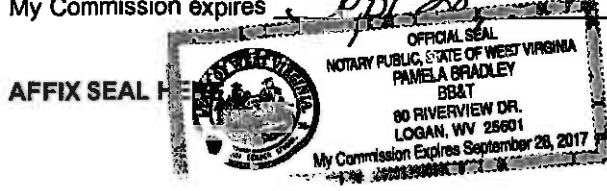
Authorized Signature: Chris Ellis Date: 7-16-15

State of WV

County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 16 day of July, 2015.

My Commission expires Sept 28, 2017.



NOTARY PUBLIC Pamela Bradley
Purchasing Affidavit (Revised 07/01/2012)