



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

Request for Quotation

RFQ NUMBER
DEP14157

PAGE
1

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

RFQ COPY
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VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2009				

BID OPENING DATE: **11/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		890-52		
<p>TUBE SETTLER SYSTEM & ACCESORIES/GLADY FORK</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO SUPPLY AND DELIVER A TUBE SETTLER SYSTEM FOR INSTALLATION BY OTHERS IN THE EXISTING SETTLING BASINS SUCH THAT THE EFFLUENT MEETS THE WV DEP'S IRON DISCHARGE LIMITS. THE SYSTEM IS TO BE COMPLETE WITH ALL THE REQUIRED TUBE MODULE ACCESSORIES SUCH AS PROTECTIVE SURFACE GRATING, BAFFLES, EFFLUENT TROUGH(S), WEIRS, AND SUPPORT SYSTEM AS SHOWN ON THE ATTACHED DRAWING AND SPECIFICATIONS.</p> <p>VENDOR SHALL HAVE 120 DAYS FROM THE DATE OF CONTRACT AWARD TO SUPPLY THE TUBE SETTLER SYSTEM TO THE AGENCY.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE: 11/17/2009 BID OPENING TIME 01:30PM

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<p>REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14157</p> <p>BID OPENING DATE: 11/17/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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DATE PRINTED 10/15/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DEP14157 ***** TOTAL: _____						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

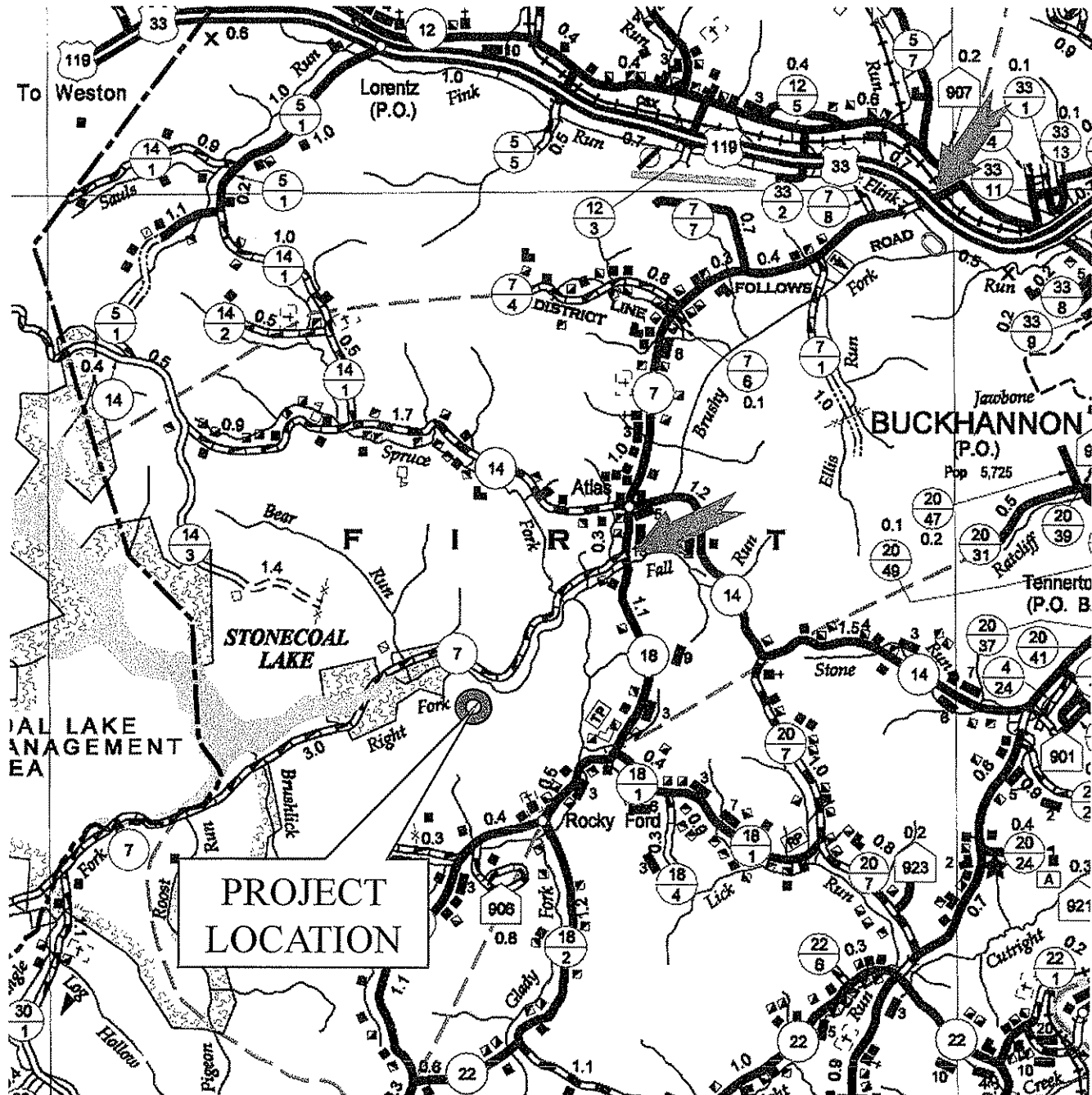
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Glady Fork Mining Permit D-35-82

CB-23

DEP 14157

LOCATION MAP



Location: From Buckhannon (Upshur County, WV), travel west on US Route 33 toward Weston for approximately 1.0 mile. Turn left (south) at the Ford garage onto County Route 7 (Brushy Fork Road) and travel 2.6 miles to the intersection. Turn right, still on County Route 7 (Stonecoal Road) and travel 1.0 mile to the site on the left. This road continues to Stonecoal Lake.

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REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

PART 1 GENERAL

SCOPE OF WORK:

- A. Supply, delivery, and initial on-site storage to Gladly Fork Mining, Inc., Permit number D-35-82, vicinity of Buckhannon, WV (Upshur County), of a tube settler system, for installation by others, in the existing settling basins such that the treated effluent meets West Virginia Department of Environmental Protection's iron discharge limits of 0.5 mg/l (ppm).
- B. Supply, delivery, and initial on-site storage to site of all the tube module accessories such as protective surface grating, baffles, effluent trough(s), weirs, and support system as shown on drawings and as specified herein.
- C. Any reference to Engineer shall be Stantec Consulting Services Inc., Mr. Gerard J. Fernandes, 1060 Andrew Drive, Suite 140, West Chester, PA 19380.

REFERENCE STANDARDS

ASTM – American Society for Testing and Materials
NSF International – Standard 61
AISC Code of Standard Practice
AWS D 1.1 Structural Welding Code

SYSTEM DESCRIPTION

- A. Definitions:
 1. Tube Settler Module – Tube settlers comprising multiple tubular channels sloped at an angle of approximately 60°, which allow enhanced settling characteristics and accumulation of solids within a settling basin.
 2. Protective Surface Grating – Interlocking panels, a minimum 1-1/4 in. height, able to absorb hydraulic impact (during wash downs), provide operator access, provide a protective layer from foot traffic, and provide UV protection to tube settler area.
 3. Support System – Structural system provided to support tube settlers, baffles, and troughs as required.
 4. Baffle System – System to direct water through tube settler area.
 5. Trough/Weir System – Effluent launders to remove clarified water from sedimentation basin.
- B. Description of System:
 1. System includes but not limited to components such as tube settler modules, protective surface grating, baffles, troughs, weirs, and support structures.
- C. Interface with Adjacent System(s):
 1. Tube settler system as designed by tube settler manufacturer shall integrate within the existing settling basins as indicated on Engineer's Drawings.
- D. Tolerances:
 1. Top of adjacent tube modules shall be capable of being installed true level, plus or minus 1/2 inch in full length.

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2. Space allowed between installed modules shall not exceed a maximum of 1/4 inch.

E. Performance Requirements:

1. Each of the settling tanks shall be provided with 15 ft. x 45 ft. area of the tube modules as supplied under this contract.
2. The alignment of the tube settler modules shall be such that the upward flow is directed towards the baffle, before it flows over the effluent trough.
3. Each tube shall have a cross sectional perimeter of approximately 10.0 inches to give a low Reynolds number and of an approximate triangular shape that allows rapid accumulation, concentration, and drainage of solids.
4. Cross corrugation of tubes with mixing points within individual modules shall not be allowed. This causes mixing currents, which adversely affect the settlement of solids as well as re-suspend the settled solids within the system.
5. Reversal of tube direction between adjacent modules shall not be allowed. Such reversal causes mixing currents at the surface of the module.
6. Protective surface grating shall not impact performance of tube settlers or cause any physical damage to tube settler material.
7. The performance of the installed tube settler modules shall be guaranteed by the manufacturer to reduce the iron content in the water to the requirements of section 3.01. Any modifications that the manufacturer requires to the existing system to meet this water quality criteria shall be provided at the time of this bid.

QUALITY ASSURANCE

A. Qualifications of manufacturer:

1. Tube settler module manufacturer shall have minimum 5 years continuous experience in manufacture and supply of tube settlers. The manufacturer shall provide a list of recently completed projects in which similar systems were installed and are currently in operations. The manufacturer shall also provide a list of references, to allow for contacting the operators at such facilities. Pre-qualification is required for bidding, except for acceptable manufacturers named herein.

B. Installation Oversight:

1. Installation will be performed under a separate contract.
2. Tube settler system manufacturer's written installation instructions shall be provided with the supply and delivery to site of the modules.
3. Tube settler system manufacturer shall provide services of qualified representative onsite to oversee installation, cutting, etc. and to certify that installation was performed to manufacturer's instructions and satisfaction.

C. Source Quality Control:

1. Certification of tube modules as complying with ANSI/NSF-Standard 61 for use in potable water.
2. Individual modules shall bear the seal as being NSF Certified.
3. All material / equipment shall be potable grade suitable for use in drinking water plants.

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SUBMITTALS

A. Shop drawings required for following:

1. Tube Settler Modules
2. Protective Surface Grating
3. Support Structure
4. Baffle(s)
5. Trough(s)/Weirs

B. Product Data required as follows:

1. Tube Settler Modules
 - a. Materials
 - b. Installation instructions
2. Protective Surface Grating
 - a. Materials
 - b. Installation instructions
3. Support Structure
 - a. Materials
 - b. Installation instructions
4. Baffle(s)
 - a. Materials
 - b. Installation instructions
5. Trough(s)/Weirs
 - a. Materials
 - b. Installation instructions

C. Samples

1. Manufacturers named as acceptable herein are not required to submit samples. For those requesting pre-qualification to bid, at least 10 days prior to bid, submit to Engineer (Gerard J. Fernandes, 1060 Andrew Drive, Suite 140, West Chester, PA -19380) 1 ft. width x full height by minimum 2 ft. long sample of tube module. (Include with submittal sample 3 copies of complete product specifications, and written instructions for field cutting and installing tube modules). Samples shall be retained by the Owner.

D. Operating and Maintenance (O&M) Instructions:

1. O & M Instructions Manual shall include:
 - a. Storage and installation procedures
 - b. Cleaning procedures

Note: The O & M Manual shall be submitted to Engineer (Gerard J. Fernandes, 1060 Andrew Drive, Suite 140, West Chester, PA -19380) along with the materials/equipment supply after the Shop Drawings have been approved.

E. Certificates:

1. Provide certificate that tube settler modules are Tested and Certified by NSF to ANSI/NSF Standard 61 Drinking Water System Components. Evidence of certification must be provided

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to Engineer prior to design, fabrication, and delivery of system. Each sheet of modules shall be indelibly marked.

DELIVERY, STORAGE & HANDLING

A. Delivery

1. Tube modules shall be shipped and delivered to job site on pallets.

B. Storage

1. All material and equipment shall be shipped, stored, handled, and installed in such a manner as to not degrade quality or serviceability.
2. The tube settling modules shall not be stacked more than four high (8 ft.) (One over the other).
3. All modules shall be stacked such that the PVC sheet planes are in a vertical position (similar to the manner of their placement inside the tank).
4. A light colored cover shall cover all modules required to be stored in the open. Ideally these covers shall be double sided such as a white on black. The white side, facing out, is used to reflect light away. Clear covers are prohibited. Black is not recommended. Black will absorb heat and if the cover comes in direct contact with the media, this heat can be quickly transferred to the media.
5. Covers shall not be wrapped tightly around the media. There shall be at least a 6" air gap between the cover and top of media. The ends of the cover shall be securely anchored on all sides with at least a 12" air gap at the bottom. These covers shall provide shading while allowing air to pass through to prevent heat from building up.
6. The delivery and initial on-site storage (as specified above) of the modules shall be included in the "final" price of the modules.

C. Handling

1. Tube modules shall remain on shipping pallets until ready to install.
2. Any abusive handling of the modules shall not be permitted. Workmen shall be careful in placing the tube modules and avoid any damage to the corners and tube edges.
3. Personnel shall not stand or walk directly on top of the modules, except as outlined in Section 2.02A.5.
4. Media modules may get brittle at low temperatures or soft at high temperatures. Therefore, care should be used in the handling of modules.

B. Scheduling:

1. Schedule shall be consistent with project completion date and account for tube settler system manufacturer's production and shipping terms.

PART 2 PRODUCTS

ACCEPTABLE MANUFACTURERS, TUBE SETTLER SYSTEM

- A. Brentwood Industries, Inc. of Reading, Pennsylvania.
- B. Enviropax, Salt Lake City, Utah

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- C. Siemens Microfloc Tube Settler
- D. Approved equal. (Pre-qualification required per SUBMITTALS, SECTION C: SAMPLES).

MATERIALS

A. Tube Modules

- The material of construction shall be flame resistant, self-extinguishing, rigid PVC Blue in color.
- White and/or Black colored PVC will not be allowed without exception.
- Material shall be inert and resistant to naturally occurring constituents in water and to the dosage of water treatment chemicals required in the treatment process.
- The PVC sheet shall be prime, rigid PVC conforming to commercial standard ASTM D1784:12454B with the following properties.

Property	Test Method	Unit	Typical Value
Specific Gravity	D792	gm/cu.cm.	1.45 max.
Tensile Strength	D638/D882	psi	6,000 min.
Flexural Modulus	D790	psi	425,000 min.
Flexural Strength	D790	psi	11,000 min.
Elastic Modulus	D638/D882	psi	360,000 min.
Impact Resistance	D4226	in.lbs./mil	1.2 min.
Heat Deflection	D648	^U F (264 psi)	162 min.
Flammability	D635		self-extinguishing less than 5 sec.

- The modules shall be self-supporting and constructed to support foot traffic, Such foot traffic may occur only after the tube settler surface has been covered with 4' x 4' x 3/8" thick plywood sheets or the protective surface grating as manufactured by Brentwood AccuGrid surface grating or approved equal.
- Structural integrity of the modules shall be maintained under a minimum loading of 25 pounds per sq. ft. (psf) which includes the module dead weight plus a minimum uniformly distributed load of 15 psf while bearing a minimum movable live load of 250 lbs concentrated over a one sq. ft. area.
- The maximum unsupported module span shall be 8'.

B. Protective Surface Grating:

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1. The protective surface grating when installed as per manufacturer's recommendations shall provide a protective surface (such as operator access or for minimizing the hydraulic impact on the media during wash downs, etc.) on top of the tube settler media. Such grating shall comprise multiple square mesh of 2 in. x 2 in. openings, molded together to provide a strong and light weight panel. Each panel of the grating shall measure 24 inches in width x 24 inches in length and 1¼ inches in height. In addition, each panel shall have a net weight of approximately 3 lbs. The grating panels shall contact with the media to provide an economical as well as an effective grating when the grating panels are placed on top of the tube settler media. Any grating heavier than the specified weight, or which can cause damage to the tube settlers shall not be acceptable.
2. The material of construction shall be NSF certified HDPE blue in color that will be specifically UV stabilized for inhibiting UV degradation of the grating under extended exposure to the sun. The material shall be inert and resistant to naturally occurring constituents and the chemicals used at site.
3. Grating shall be installed in panels, side-by-side and placed on top of the tube settler media. Each panel shall be snapped together with the adjacent panel with locks provided at the edges of each panel. The grating panels shall be placed on top of the media such that the grating is in contact with the media.
4. The grating system shall be designed to prevent damage to the tube settler media, and allow for ease of placement and removal.

C. Support System:

1. Support system shall be provided as per tube settler system manufacturer design. The support system shall be constructed of 304 stainless steel as designed and provided by the manufacturer of the tube settlers.
2. The support structure shall be designed to support a minimum of 200 lbs. per linear foot and a minimum concentrated load of 250 lbs. placed anywhere on the structure. The maximum deflection of the structure under full live load shall be 1/240 of the span.
3. The support structure shall be designed to support a minimum of 25 pounds per sq. ft. of tube settler area (psf) which includes the module dead weight plus a minimum uniformly distributed load of 15 psf while bearing a minimum movable live load of 250 lbs concentrated over a one sq. ft. area.
4. Drawings and calculations shall be sealed by a registered Professional Engineer who is regularly involved with the design of tube settler support structures and verifies the support structure meets or exceeds the loading criteria above with a reasonable "industry" safety factor. Note: The manufacturer is required to provide a suitable designed support for their modules in place; therefore, shall submit Shop Drawings to the Engineer (Gerard J. Fernandes, 1060 Andrew Drive, Suite 140, West Chester, PA -19380) for approval prior to the fabrications of the support system.

D. Baffles:

1. Engineer's drawings indicate the existing and proposed concrete walls in the clarifier. The tube settler system manufacturer shall design and provide any additional baffles required in conjunction with support system
2. Shall be constructed of corrugated PVC panels (3/32" thick) with a structural 304 stainless steel frame.

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3. The panels shall be attached by means of 304 stainless steel fasteners to provide an adequate secure attachment.

E. Troughs and Weirs:

1. Shall be constructed of fiberglass reinforced plastic and shall be provided as per tube settler system manufacturer design.
2. Effluent launders shall connect to existing launders as indicated on Engineer's Drawings.
3. Weirs shall be adjustable, V-notch type.

F. Welding materials:

1. In accord with AWS specifications.
2. Compatible with materials being welded.

FABRICATION

A. Tube Modules:

1. All PVC sheets shall be thermoformed and have a continuous, dedicated glue guide to allow precise alignment of sheets during assembly and installation. Non-thermoformed sheets, which do not provide dedicated guides for precise tube alignment, shall not be acceptable.
2. Fabricated modules shall be comprised of tube-like channels sloped at an angle of approximately 60° placed in same direction to prevent mixing points and unstable flow patterns. Modules consisting of tubes in alternating directions shall not be acceptable.
3. Tube settler modules shall have a minimum vertical height of 24 inches.
4. The settling tube length (consistent with efficient solids separation) shall not be less than 28 inches. (Tube settler modules shall have a minimum tube length of 28 inches.)
5. Rectangular or square shape tubes or "cross-flow" tube settlers shall not be acceptable.
6. Tube Settlers must be uni-directional. (All tubes must be oriented in the same direction without exception.)
7. Tube settlers with alternating tube direction shall not be allowed without exception.
8. Join PVC sheets and channels by solvent bonding to provide a rigid structure, resistant to separation of sheets.

B. Structural steel for tube module supports:

1. Fabricate all structural steel components as shown on the drawings and to comply with AISC Code of Standard Practice.
2. Accurately cut and mill ends of members to provide neat appearance and to provide full contact of surfaces prior to welding and joining.
3. Camber horizontal members to accommodate dead load deflection.
4. Fabricate items with joints neatly fitted and secured.
5. Grind exposed welds smooth and flush with adjacent surfaces.
6. Where mechanically fastened, make exposed joints flush butt type hair line joints.
7. Where mechanical fastening in field, provide slotted holes.
8. Supply components necessary for complete anchorage and fastening of metal fabrications.
9. Fit and shop assemble as appropriate for delivery to site.

PART 3 EXECUTION

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DESIGN PARAMETERS FOR TUBE SETTLERS

1. The treatment plant influent iron concentration varies from 3 to 15 mg/L. Poly Aluminum Chloride (PAC) and a non-ionic polyelectrolyte (proprietary flocculant SEP-N0025N) are added to the flow and passed through a flocculation basin prior to the clarifier. Attached is a bench scale testing results.
2. The tube settlers shall produce a quiescent flow pattern in the settling basins, minimize vertical turbulences and reduce iron floc carry-over to the effluent, such that the effluent iron concentrations is maintained below 0.05 mg/L, at all times, to meet the WVDEP discharge permit limits.

INSTALLATION SUPERVISION

1. The tube settler modules will be installed by others in such a way that the tubes are angled towards the influent wall.
2. Tube settler system manufacturer shall provide the services of a qualified field installation supervisor. Installation supervision shall be provided for Two (2) working days (not to exceed 8 hours per day). This time period will be for one (1) trip with Two (2) days per trip. This supervision cost shall be inclusive of the lump sum price.

WARRANTY

1. Tube settler system shall be guaranteed to be free from defects in material for a period of 1 year from date of Substantial Completion by Owner, or 15 months from date of shipment, whichever is earlier.
2. The manufacturer shall guarantee that the tube settlers will perform as required based on the design parameters and the bench scale report attached as an appendix to this specification section.

EXTRA STOCK/SPARE PARTS

1. Spare tube modules - Furnish ten (10) full size (minimum 10 ft. lengths) spare tube modules to the Owner.
2. Wastage tube modules - Furnish ten (10) full size (minimum 10 ft. lengths) modules to site as wastage during installation. Any remaining modules (after installation) shall be given to Owner.
3. Wastage/Spare Protective Surface Grating – Furnish 10 full size panels to site as wastage during installation. For fiberglass material being provided, a fiberglass patches and repair kits must be provided as necessary to repair cut fiberglass ends.
4. Any spare parts and extra stock (specified above) cost shall be inclusive of the lump sum price.

Memo



Stantec

To: David McCoy
WV DEP

From: Gerard J. Fernandes
Stantec Consulting Inc.

File: [Enter File]

Date: November 20, 2008

Reference: TREATABILITY STUDY REPORT

Introduction

This memo outlines our opinion on the reason(s) for the inadequate performance at the Glady Fork treatment facility and provides recommended course of action from an engineering perspective.

A field treatability study including extensive jar testing was conducted on October 23rd and 29th, 2008 at the Glady Fork Treatment facility. The purpose of this treatability is to identify the most effective combination of chemicals that will remove the iron from solution.

The treatability included taking fresh samples of water, aerating the sample and adding various doses of the chemicals that are presently being used. Analysis was performed on site for dissolved and total iron using a spectrophotometer and split samples were sent to the Stantec Laboratory in Columbus, Ohio. A simulated filtration process was performed to determine the effectiveness of a mixed media filter on the settled effluent.

We have presented the laboratory results with the results of analysis on site in this report.

Summary Results of the Jar testing

The SternPAC 70 was added at various dosages similar to dosages that were used at the plant. The floc produced was fine, dispersed and did not settle well. This indicated that coagulation was occurring but the PAC did not assist with the process of flocculation. Additional testing was then done with addition of lime that did not produce better results. Finally, the combination of PAC with low and high dosages of a nonionic polymer (SEP-N0025N) resulted in a combination of coagulation and flocculation that produced larger floc that settled well. The resulting floc with PAC and the polymer was still sensitive to movement in the liquid. Even low flow conditions of the liquid could result in floc shear. The attached photographs provide a visual of the floc produced with the PAC and polymer.

The chemical addition of PAC did reduce the soluble iron to below the levels of 0.5mg/l discharge limit; however the issue of floc shear sometimes produced carry-over of pin

One Team. Infinite Solutions.

Stantec

November 21, 2008
David McCoy
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Reference: TREATABILITY STUDY REPORT

floc. Even a small amount of carry-over resulted in substantial addition of iron to the effluent.

Recommended course of action to improve plant treatment performance

The course of action to remedy the current non-performance is based on the results of the treatability analysis and observations on site during the treatability study. The review of the results from the treatability will later be used to develop any facility enhancements required.

We have evaluated two options as follows:

- Addition of a nonionic polymer in addition to the PAC. This combination has worked well and produces an effluent that easily conforms to the discharge levels for iron. However, modifications are required to the clarifier and the conduit between the clarifier and flocculator basins to avoid floc shear during travel.
- Introduction of a mixed media filter to remove all suspended solids and pin floc. This approach will require the construction of a filter downstream of flocculation and clarification.

The first option by itself will require low shear flow patterns from the flocculator basin to beyond the clarifiers. Lamellar plates or tube settlers could possibly produce the quiescent flow patterns through the clarifier and minimize vertical turbulence during the intermittent movement of the sludge rake mechanism. The second option takes an active approach toward removal of the suspended solids formed by the PAC. Addition of the polymer with the PAC will help with reducing the amount of solids load on the filter by removing a larger amount in the clarifier prior to filtration.

We therefore recommend that both options be implemented. The modifications to the current treatment process are required to consistently and reliably meet the stated effluent iron limit. Remote operation of the facility can continue with the recommended improvements. Additional operator site visits and visual inspections will be required.

In summary, the design modification required to meet the final effluent criteria of 0.5mg/l of iron is

- Modify location of addition of PAC to the aeration basin
- Modify discharge channel and water level from flocculator stage 3
- Modify pipe connection from flocculator to clarifier into a channel to reduce shear

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Reference: TREATABILITY STUDY REPORT

- Retrofit clarifier with plate settlers for upper portion
- Construct new mixed media filter.

The approach recommended can produce very clean water that will could be evaluated further (with disinfection) for use as a potable water source.

STANTEC CONSULTING SERVICES INC.

Gerard J. Fernandes, PE, C.Eng
Senior Associate
gerard.fernandes@stantec.com

Attachment:

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GLADY FORK TREATABILITY

October 23rd, 2008

Onsite Analysis by: Gerard Fernandes and Jay Hollen

Plant Flow = 500gpm

- Made up 1 Liter stock solution of $\text{Ca}(\text{OH})_2$ (Lime) – concentration of 1mg/l
- Made up stock solution of 1ml SternPac 70 - Poly aluminum chloride (PAC) in 100ml.
- 1600hrs started aeration of Raw water. 1630hrs – Placed 1 liter sample in each jar 1, 2 and 4. Jars are acrylic. Flash mix @ 310 rpm for 30 seconds after adding PAC
- Information that previous plant PAC added was originally 14ppm with the latest dose being 22ppm – based on email 10/23/07 on record at stantec, Buckhannon.
- Adding 1.4 ml of PAC Stock Solution to the 1,000 ml in the jar test is equivalent to a dose of 17.5 mg/l at the plant.
- Flocculator speeds according to setting at the plant are as follows:
 - o Stage 1 – 92 rpm
 - o Stage 2 – 48 rpm
 - o Stage 3 – 36 rpm
- Actual flocculation speeds of the jar test were recorder for each test.
- Transmittance in Spec 23 set 100% (closed) & 0% (open) followed by 0% Absorbance (closed). With DI water alone – concentration reads 0 units but with DI water plus 5ml pillow of FerroVer reads 13 units. This has to be considered at low levels of iron.
- Field Treatability testing and field analysis performed over two days on site.
- The following equipment is available on-site:
 - o Spectrophotometer
 - o Jar testing equipment with 4 jars
 - o PAC

- o N-0025N flocculant
- o Lime powder
- The following equipment was borrowed and returned:
 - o Measuring cylinder 1,000 ml
 - o Filtration equipment including vacuum pump
 - o Filters for 0.45 μ and 1.2 μ size.
 - o Nitric acid to acidify samples (left on site)
 - o Sample bottles (left on site)

Field Observation of Results

Aggressive aeration (max 310 rpm) in the stirrer jars had a tendency to increase pH upto levels above 8.5. Addition of PAC did not result in immediate coagulation during flash mix. After completion of flash mix and moving to flocculation speeds (98 rpm and below) the samples in the jars became cloudy. Without the addition of specific flocculants, the samples in the jar remained homogenously cloudy until the stirrers completely stopped. Then some dispersed pin floc was noticed throughout the sample. No real indication of settling noted. The floc was discernibly increasing in concentration toward the sample bottom after more than an hour. Even the slightest disturbance would raise the meager amounts of fine settled floc indicating that any movement through a clarifier of liquid would prevent the settling from happening. The floc needed a charge to form much larger particles. Without the light at the base of the jar testing equipment, it would not be possible to recognize that some coagulation had occurred. Filtration of supernatant samples through 120 micron filter (simulating mixed media filtration) improved the sample total iron and left most of the suspended material on the filter paper requiring a change of the filter paper nearly every sample prepare for the lab (approx 250ml). Supernatant samples for total iron required replacing the 0.45 micron filter paper at a minimum once per sample of 200ml filtered.

Lime Addition – titration with 100mls Raw Water

ml of Ca(OH) ₂	Jar pH		
	Jar 4	Jar 2	Jar 1
0	7.5	7.5/8.3	
1	7.9	8.4	
2	8	8.5	
3	8.1	8.6	
4	8.2	8.7	
5	8.2	8.7	
6	8.2	8.7	
7	8.3	8.8	
8	8.3	8.8	
9	8.4	8.8	
10	8.5	8.8	
15	8.8	9.0	
20	8.9	9.1	
30	9.1	9.2	
40	9.3	9.4	
50	9.4	9.5	
60	9.5	9.6	
70	9.6	9.7	

ml of Ca(OH) ₂	Jar pH		
	Jar 4	Jar 2	Jar 1
80	9.7	9.7	
90	9.7	9.8	
100	9.7	9.8	
110	9.7	9.8	
120	9.8	9.9	
130	9.8	10	
140	9.9	10	
150	10.0	10.1	
160	10.0	10.1	
170	10.0	10.2	
180	10.1	10.2	
190	10.2	10.3	
200	10.3	10.3	
210		10.3	
220		10.4	
230		10.5	
240		10.5	
250		10.6	

ml of Ca(OH) ₂	Jar pH		
	Jar 4	Jar 2	Jar 1
260		10.6	
270		10.6	
280		10.7	
290		10.8	
300		10.8	
310		10.8	
320		10.9	
330		10.9	
340		10.9	
350		11	
360		11	
370		11.1	
380		11.1	
390		11.2	
400		11.2	
500		11.6	
600		12.1	

Note: Field Observation of Results with Lime addition

- o With aggressive Stirring alone (235 rpm in jar), the pH of the raw water increased from 7.5 to 8.3 when the above titration was started. This was noted on all samples.
- o Jar 4 & 1 stirring was terminated at pH 10.3 and allowed to settle. The solution was cloudy at the beginning and then formed a fluffy floc and then slowly began to settle in the solution after one hour. After 2-hrs of settling, both jars 1 & 4 had a clear, colorless supernatant with a layer of white powder at the bottom that looked like lime powder.
- o Jar 2 that had the ph increased to pH of 12 showed no signs of settling after 2 hours. The solution remained cloudy and homogenous. No clear separation or formation of floc was observed.

GLADY FORK ONSITE TREATABILITY RESULTS - October 23rd, 2008 (all concentrations in mg/l)

TIME	SAMPLE	DESCRIPTION	ON SITE pH	ON SITE Temp deg.F	A (Site)	A (Lab)	B (Site)	B (Lab)	C (Site)	C (Lab)	REMARKS
	LE				ON SITE TOTAL Fe (HNO3)	LAB Analysis	ON SITE Dissolved Fe (Filtered 0.45µ)	LAB Analysis	ON SITE Simulation Fe filtered 1.2µ	LAB Analysis	
10/23 1600hrs	1	Grab, Raw	7.4		1.8	1.590	< 0.01	< 0.02			Aerated is 7.6pH
10/23 1900hrs	2	Grab, Raw	7.5	54	2.0	1.700					1B is aerated. Lab conductance on Raw water is 17,000 umhos
10/23 2300hrs	3	Grab, Raw	7.4	53	1.8						Not aerated
10/24 0150hrs	4	Grab, Raw	7.5	54	1.7	1.810					Odor of H2S (mild)
10/24 1000hrs	5	Grab, Raw	7.5	54	1.8	1.790					
10/24 1430hrs	6	Grab, Raw	7.7	54		1.800					
10/23 2000hrs	7	Process Confirmation-1, -17.4ppm PAC, Supernatant after 2hrs settling - Stirrer 4	7.5	54	0.35		< 0.01	< 0.020	0.3	0.035	Lab-7C, floc is very fine; any movement causes it to rise
10/23 2000hrs	8	Process Confirmation-1, -17.4ppm PAC, Supernatant after 2hrs settling - Stirrer 2	7.5	54	0.9		< 0.01	< 0.020	0.07	< 0.010	Lab-8C
10/23 2000hrs	9	Process Confirmation-1, -17.4ppm PAC, Supernatant after 2hrs settling - Stirrer 1	7.5	54	0.4		< 0.01	< 0.020	0.02	< 0.010	
10/23 2230hrs	13	Process Confirmation-2, -24.9ppm PAC, Supernatant after 2hrs settling - Stirrer 4	7.		0.8	0.985	< 0.01	< 0.020		0.070	
10/24 2230hrs	14	Process Confirmation-2, -24.9ppm PAC, Supernatant after 2hrs settling - Stirrer 2			0.6	0.675	< 0.01	< 0.020		0.130	Raw water Specific Conductance (lab) 1,600 umhos
10/23 2230hrs	15	Process Confirmation-2, -24.9ppm PAC, Supernatant after 2hrs settling - Stirrer 1			0.6	0.543	< 0.01	< 0.020		0.022	
10/24 0130hrs	19	Process Confirmation-3, -31.1ppm PAC, Supernatant after 2hrs settling - Stirrer 4			0.7		< 0.01		0.03		White Floc was not settling
10/24 0130hrs	20	Process Confirmation-3, -31.1ppm PAC, Supernatant after 2hrs settling - Stirrer 2			0.4		< 0.01		< 0.01		White Floc was not settling
10/24 0130hrs	21	Process Confirmation-3, -31.1ppm PAC, Supernatant after 2hrs settling - Stirrer 1			0.4		< 0.01		< 0.01		White Floc was not settling
10/24 1100	25	Process Confirmation-4, -52.2ppm PAC, Supernatant after 2hrs settling - Stirrer 4			0.3	0.277	< 0.01	< 0.020	0.23	0.064	
10/24 1100	26	Process Confirmation-4, -52.2ppm PAC, Supernatant after 2hrs settling - Stirrer 2			0.35	0.365	< 0.01	< 0.020	< 0.01	0.054	
10/24 1100	27	Process Confirmation-4, -52.2ppm PAC, Supernatant after 2hrs settling - Stirrer 1			0.35	0.315	< 0.01	< 0.020	< 0.01	0.038	
	31	Process Confirmation-5, -37.3ppm PAC, Supernatant after 2hrs settling - Stirrer 4			0.38	0.373	< 0.01	< 0.020	0.05	0.033	
	32	Process Confirmation-5, -37.3ppm PAC, Supernatant after 2hrs settling - Stirrer 2			0.32	0.373	< 0.01	< 0.020	0.05	0.038	

TIME	SAMPLE	DESCRIPTION	ONSITE pH	ONSITE Temp deg.F	A (Site)	A (Lab)	B (Site)	B (Lab)	C (Site)	C (Lab)	REMARKS
	33	Process Confirmation-5, * 37.3ppm PAC, Supernatant after 2hrs settling - Stirrer 1			0.32	0.232	< 0.01	< 0.020	< 0.01	0.022	
	37	Lime addition direct to Raw water, Supernatant after 2hrs settling - Stirrer 4	7.7	54	0.07	0.087	< 0.01	< 0.020	< 0.01	0.018	See Titration table
10/24 1745	38	Lime addition direct to Raw water, Supernatant after 2hrs settling - Stirrer 1	7.7	54	0.07		< 0.01	< 0.020	< 0.01	< 0.010	
10/24 1830	43	Lime addition to pH 9.9, Flash mix, flocculate, 2hr settling, Supernatant - Stirrer 4	7.5	55	0.37	0.435	< 0.01	< 0.020	0.02	0.038	Note pH was 8.9 after aeration for 30 mins. Sludge amount??
	44	Lime addition to pH 9.9, Flash mix, flocculate, 2hr settling, Supernatant - Stirrer 2	7.5	55	0.48	0.476	< 0.01	< 0.020	0.06	0.059	
	45	Lime addition to pH 9.9, Flash mix, flocculate, 2hr settling, Supernatant - Stirrer 1	7.5	55	0.45	0.546	< 0.01	< 0.020		0.065	Note Sludge amount??
	46	Sample 10/23 for conductivity - 1600hrs									Similar to sample 1 Raw Lab conductivity of 17,000 umhos
	47	Sample 10/23 for conductivity - 2300hrs									Similar to sample 3 Raw Lab conductivity of 1,600 umhos
	48	Sample DI water + HNO3				< 0.010					Lab sample as QA/QC Lab conductivity of 5,600 umhos
	49	Raw water - 10.24, 1745hrs	7.5	55	1.90	1.760					
	50										
	51										
	52										
	53										
	54										
	55										
	56										

NOTE:

Dosages of PAC were based on ppm by volume. Calculations are included elsewhere in report for ppm based on weight.

GLADY FORK TREATABILITY

October 29th, 2008

Onsite Analysis by: Jay Hollen and Patrick Carpenter

Plant Flow = 500gpm

- Made up 1 Liter stock solution of $\text{Ca}(\text{OH})_2$ (Lime) – concentration of 1mg/l
- Made up stock solution of 1ml SternPac 70 - Poly aluminum chloride (PAC) in 100ml.
- Started aeration of Raw water. Placed 1 liter sample in each jar 1, 2 and 4. Jars are acrylic
- Flash mix 310 rpm for 30 seconds after adding PAC
- Information that previous testing doses using PAC and N-0025N (floculant) that worked
- PAC was added and flash mixed for 30 secs. Then floculant was added and the stirrer speed was reduced to flocculant speeds. Flocculator speeds according to setting at the plant are as follows:
 - Stage 1 – 92 rpm
 - Stage 2 – 48 rpm
 - Stage 3 – 36 rpm
- Actual flocculation speeds of the jar test was recorded for each test.
- Transmittance in Spec 23 set 100% (closed) & 0% (open) followed by 0% Absorbance (closed)
- The following equipment is available on-site:
 - Spectrophotometer

- Jar testing equipment with 4 jars
- PAC
- N-0025N flocculant
- Lime powder
- The following equipment was borrowed and returned:
 - Measuring cylinder 1,000 ml
 - Filtration equipment including vacuum pump (This is now available onsite.
 - Filters for 0.45 μ and 1.2 μ size (Now available on site)
 - Nitric acid to acidify samples (left on site)

Field Observation of Results

Photographs are included of the settling characteristics. The use of the flocculant allowed a clear observation of the settling as large floc formed. The floc was easily broken but it is obvious from the photographs that settling was very quick after the stirrers were stopped.

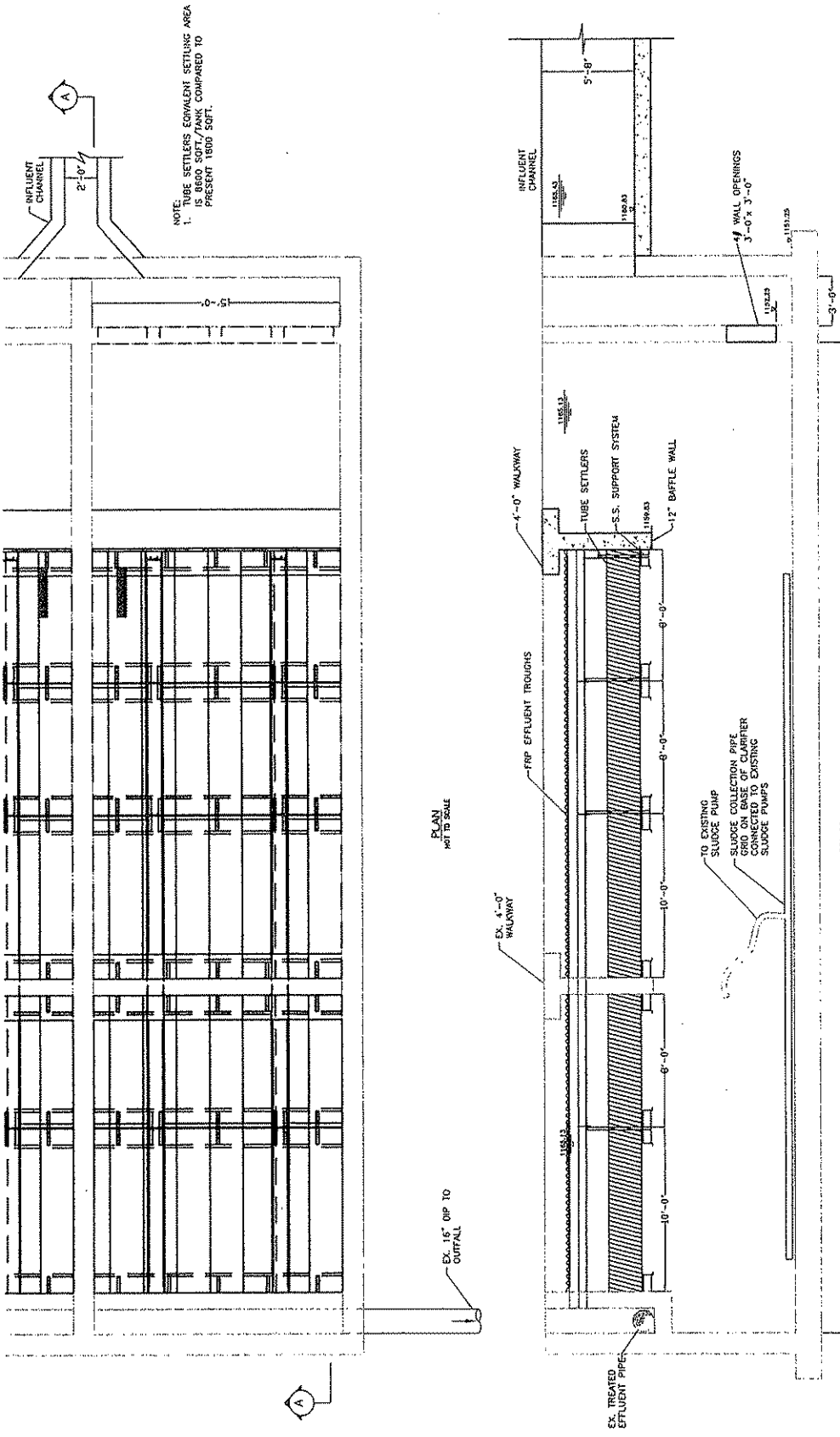
Recommendation is to add the flocculant N-0025N to the flow but to have the flow between the settling basins and the flocculator stage 3 with minimal shear forces.

GLADY FORK ONSITE TREATABILITY RESULTS - October 29th, 2008

TIME	SAMPLE	DESCRIPTION	ONSITE pH	ONSITE Temp deg.F	(Site)		(Lab)		REMARKS
					ONSITE TOTAL Fe (HNO3)	LAB Total Fe	ONSITE TOTAL Fe (HNO3)	LAB Total AL3+ss	
10:30	1	Grab, Raw	7.4	53	--	2.35	< 0.05		
11:15	2	Grab, Raw; Aerated	9.0	53	2.00	2.02	< 0.05	480 C Reading; aerated	
14:05	3	Grab, Raw	7.5	54	1.80	1.68	0.05	335 C Reading	
15:12	4	Grab, Raw	7.6	54	1.80	1.71	0.06	339 C Reading	
15:42	5	Grab, Raw	8.8	54	1.80	1.85	0.05	321 C Reading; aerated	
17:08	6	Grab, Raw	7.5	53	1.80	1.70	0.05	384 C Reading	
13:40	7A	34 ppm PAC + 10 ppm Polymer, Supernatant after 2hrs settling - aerated	9.0		0.25	0.44	0.45	aerated; pH = 9.0; Floc sticking to blades. Polymer much higher than previous.	
15:35	13	30 ppm PAC+10 ppm Alum + 10 ppm Polymer, Supernatant 1hr settling - aerated	8.6		0.03	0.21	0.54	aerated pH = 8.6	
15:30	14	30 ppm PAC + 10ppm Polymer PAC, Supernatant after 1hr settling - aerated	8.9		0.15	0.41	0.41		
15:39	15	30 ppm PAC + 10ppm Alum + 6ppm Polymer, Supernatant after 1hr settling - aerated	8.6		0.06	0.32	0.82	aerated; pH = 8.6	
17:10	19	25 ppm PAC + 20ppm Alum + 1ppm Polymer, Supernatant after 1hr settling - aerated	8.4		0.04	0.27	0.62	floc sticking to blades but not as bad as sample 7A	
17:14	20	25 ppm PAC + 30ppm Alum + 1ppm Polymer, Supernatant after 1hr settling - aerated	8.5		0.18	0.26	0.69	aerated; floc sticking to blades similar to 19	
17:19	21	25 ppm PAC + 50ppm Alum + 1ppm Polymer, Supernatant after 1hr settling - aerated	8.5		0.08	0.20	0.72		
17:23	25	25 ppm PAC + 60ppm Alum + 1ppm Polymer, Supernatant after 1hr settling - aerated	8.3			0.18	0.79		
19:10	31	50 ppm lime + 10 ppm Alum + 1 ppm Polymer; Supernatant after 2hrs settling - aerated			0.04	0.26	0.55	9.4 final pH	
19:14	32	50 ppm lime + 30 ppm Alum + 1 ppm Polymer; Supernatant after 2hrs settling - aerated			12	0.13	1.36	9.3 final pH	
19:20	33	50 ppm lime + 50 ppm Alum + 1 ppm Polymer; Supernatant after 2hrs settling - aerated			0	0.07	1.68	9.3 final pH	
17:29	46	Raw water; aerated	9.0			1.86	0.05	C reading = 386	

Note:

SternPAC 70 above is termed PAC.
 Polymer used was N-0025N
 Liquid Alum used was Aluminum Sulphate solution 48.5%
 Dosages of PAC, Polymer and Alum were based on ppm by volume. Calculations are included elsewhere in report for ppm based on weight.



NOTE:
 1. TUBE SETTLERS EQUIVALENT SETTLING AREA IS 8600 SQFT./TANK COMPARED TO PRESENT 1800 SQFT.

JANUARY 2009
 176710419
 GLADY FORK MINING INC.
 PERMIT D-35-42
 DEP 13565
 Figure No. _____
 Title MODIFICATION OF SETTLING TANKS

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Notes

Legend



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 Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.

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: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____