



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 |
| GSD096421  |

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| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL<br>304-558-2596         |

RFQ COPY

TYPE NAME/ADDRESS HERE

PROPERTY

ASTTECH CORPORATION  
 RT. 1 BOX 479-B  
 CHARLESTON, W.V. 25312  
 304-342-0545

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 10/22/2008   |               |          |        |               |

BID OPENING DATE: 11/25/2008 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT       |
|---|----------|-----|----------|-------------|------------|--------------|
| 0001  | 1        | LS  |          | 968-32      |            | \$189,400.00 |
| DEMOLITION/ABATEMENT CASS GRADE SCHOOL<br><br>REQUEST FOR QUOTATION<br><br>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE DEMOLITION AND ABATEMENT OF THE FORMER CASS GRADE SCHOOL LOCATED IN CASS SCENIC RAILROAD STATE PARK IN CASS, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.<br><br>A MANDATORY PRE-BID MEETING WILL BE HELD ON FRIDAY, NOVEMBER 7, 2008 AT 1:00 PM ON SITE. VENDORS ARE ASKED TO MEET AGENCY REPRESENTATIVES IN THE PARKING LOT OF THE TRAIN DEPOT AT CASS SCENIC RAILROAD. ALL GENERAL/PRIME CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY GENERAL/PRIME CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.<br><br>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, NOVEMBER 12, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTION |          |     |          |             |            |              |

RECEIVED  
 2008 DEC -2 P 1:13  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |              |                                   |
|-----------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE    | DATE                              |
|           | 304-342-0545 | 12-02-2008                        |
| TITLE     | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| PRESIDENT | 55-0685025   |                                   |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a 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."

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**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



State of West Virginia  
 Department of Administration  
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**GSD096421**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**ASTECH CORPORATION  
 Rt. 1 Box 479-B  
 CHAS. W.V. 25312**

SHIP TO

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 GENERAL SERVICES DIVISION  
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304-558-2317

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 10/22/2008   |               |          |        |               |

BID OPENING DATE: **11/25/2008** BID OPENING TIME **01:30PM**

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|--|----------|-----|--------|-------------|------------|--------|
| <p>RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDORS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |                           |                                   |
|--------------------|---------------------------|-----------------------------------|
| SIGNATURE<br>      | TELEPHONE<br>304-342-0545 | DATE<br>12-02-08                  |
| TITLE<br>President | FEIN<br>55-0685025        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| KRISTA FERRELL<br>304-558-2596          |

RFQ COPY

TYPE NAME/ADDRESS HERE

ASTECH CORPORATION  
 RT. 7 Box 479-B  
 CHAS. WV 25312

SHIP TO

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|  |          |     |          |             |            |        |
| <p>RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS 1,000,000.00</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p> |          |     |          |             |            |        |

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|   |          |     |        |             |            |        |
| <p>LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL</p> |          |     |        |             |            |        |

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| President | 55-0685025   |                                   |

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2596**

VENDOR

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**ASTTECH CORPORATION  
 RT. 1 BOX 479-B  
 CHARLESTON, W.V. 25312**

SHIP TO

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| <p>INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1            X</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> |          |     |        |             |            |        |

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| SIGNATURE<br>             | TELEPHONE<br><b>304-342-0545</b> | DATE<br><b>12-02-2008</b>         |
| TITLE<br><b>PRESIDENT</b> | FEIN<br><b>55-0685025</b>        | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE<br/> <b>ASTECH CORPORATION</b>.....COMPANY<br/> <b>12-02-2008</b>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> |          |     |        |             |            |        |

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| <p><b>BIDDER TO COMPLETE:</b></p> <p>CONTRACTORS NAME: ..... <b>ASTECH CORPORATION</b> .....</p> <p>CONTRACTORS LICENSE NO.: <b>WV008876</b> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> |          |     |        |             |            |        |

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DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

|              |               |          |     |               |
|--------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 10/22/2008   |               |          |     |               |

BID OPENING DATE: 11/25/2008 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>BUILDING 15<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305-0130  |          |     |        |             |            |        |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br><br>SEALED BID<br><br>BUYER: KRISTA FERRELL-FILE 21<br>REQ. NO.: GSD096421<br>BID OPENING DATE: NOVEMBER 25, 2008<br>BID OPENING TIME: 1:30 PM<br><br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br>304-342-0545<br><br>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:<br>DENVER DAVIS |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |              |                                   |
|-----------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE    | DATE                              |
|           | 304-342-0545 | 12-02-2008                        |
| TITLE     | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| PRESIDENT | 55-0685025   |                                   |

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

**Request for Quotations #GSD096421**  
**Demolition and Abatement of Former Cass Grade**  
**School**  
**Cass Scenic Rail Road State Park**  
**P.O. Box 107, WV Route 66 Cass, WV 24927**

Location: West Virginia State Capitol Complex  
Building Six  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)  
Phone: (304) 558-2596

**PRE-BID MEETING**

A mandatory pre-bid meeting for this project is scheduled for Friday, November 7, 2008 at 1:00pm EST at the site. Prospective bidders should meet agency representatives in the parking lot of the train depot at Cass Scenic Railroad. Discussion of these specifications will be followed by a walk-through tour of the jobsite. No information provided at this meeting in contradiction or addition to the specifications herein shall be binding without the issuance of a formal addendum. All questions of a technical nature should be submitted in writing to the Senior Buyer, above.

## I. PURPOSE:

The Purchasing Division is soliciting bids for Abatement and Demolition of former Cass Grade School Cass, WV.

The Contractor will be responsible to provide all equipment, material, labor and associated expenses to remove the materials according to the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division.

## II. SCOPE OF WORK:

Demolish existing North wing of structure using wet methods, leaving the block structure (Gym) in place. It is recommended to knock down the North wing structure wall by wall, folding it in on itself to minimize excess breakage of ACM

Any material from gym that comes off with the demo of the North wing shall be treated as ACM. A yard hydrant will be available for use as a water source.

Load out ACM debris using wet methods from North wing and existing debris pile from South wing & Jr. High into trucks lined with 6mil poly and tarped so debris and dust cannot be released during transport. Placard each truck as it is being loaded. The placard should read "Danger. Asbestos Dust Hazard. Cancer & Lung Disease Hazard Authorized personnel Only" Haul to an EPA approved land fill for disposal. There is approximately **4,000 cubic yards of contaminated debris**. Crawlspace are present under the North wing. Crawl spaces under south wing and Jr. High are covered by debris pile.

After demo and load out is complete, contractor is to remove contaminated soil from the site under and around where the debris piles were located, to a depth of 5 +/- inches. - **Approximately 131 cubic yards of contaminated soil** and load into trucks lined with 6 mil poly, tarped and placarded and dispose of in an EPA approved land fill. All building foundations shall remain in place. Any areas under the debris pile that could hold contaminated water shall be pumped out and filtered. No re-seeding or re-grading of the regulated site is required. However, contractor shall install silt fence or straw bales to prevent sediment from leaving the site.

Contractor shall employ an independent third party air monitor to take area samples as the work is being performed for the duration of the project. Contractor shall keep a daily log of demo activities and all land fill waste manifests which a copy of shall be given to the DNR project manager on a daily basis and GSD Environmental Coordinator at project completion. An Asbestos inspection report and drawings of the area to be abated and demolished will be made available to qualified bidders.

## III. MANDATORY REQUIREMENTS:

- Business must be licensed in the State of West Virginia permitting the entity to engage in an asbestos project.
- Provide summary of all incidents in which Bidder's firm was cited for noncompliance with West Virginia DHHR regulations within the past 24-months. Provide what corrective action was taken.

- All work must be done per industry standards for techniques and materials.
- All work is to be performed by personnel with minimum current Class I Asbestos Worker Certification, and under the supervision of an experienced Class II Asbestos Supervisor.
- Vendor is responsible at the vendor's expense for ensuring that all employees working on State property have passed a criminal background check for security purposes.
- All work must be performed in accordance with all applicable federal, state and local building codes and regulations and all applicable asbestos regulations.
- Vendor will maintain storage of all on-site material and equipment in approved locked job box or other storage method approved by the State of West Virginia. The State project manager will approve location of site.
- Vendor will provide all labor, safety equipment, portable lighting, hoses, tools and other devices or equipment necessary to complete work in a safe and efficient manner.
- Vendor will be responsible to barricade areas of work to maintain the safety of the public; and to perform all work and procedures as required by DHHR.
- Vendor will perform other related work as appropriate to insure compliance with all regulations, as well as any additional measures needed to insure there is no asbestos exposure to those working in or near stated areas in the future.
- Vendor will be responsible for any damages from fiber release occurring during this work, negligence, or accidents caused as a result of employee involvement in this project.
- All property, private or public, which is disturbed or affected by services provided, will be restored to a condition equal to or better than existed prior to the commencement of work.
- Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was planted and growing.
- Vendor, upon completion, will provide a final report including description of work in all locations, clearance report, waste manifest signed by landfill representative, and all other documents related to this project.
- Vendor must have a minimum of five years experience in asbestos abatement and provide information of any violations within the past 24 months and corrective action taken.
- Demolition must be conducted by a certified demolition / Asbestos Abatement Contractor for Class I work.

- Heavy equipment operation & demolition must be presumed to render Asbestos containing material non-intact. Therefore, the operator of a backhoe, cat, track hoe, or other mechanized equipment must be a certified asbestos worker or supervisor.
- In all instances, workers shall use equipment specifically designed to protect from asbestos exposures during demolition and handling debris, especially respirators approved by OSHA.
- Contaminated water runoff must be controlled & filtered. Heavy equipment must be decontaminated prior to leaving the regulated area.

#### **IV. HOLD HARMLESS**

To the fullest extent permitted by law, the vendor agrees to defend, pay in behalf of, and holds harmless the State of West Virginia, its elected and appointed officials, employees and volunteers and others working in behalf of the State of West Virginia, against any claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Vendor, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is any way connected or associated with this contract.

#### **V. INDEMNIFICATION**

The Contractor shall hold the State of West Virginia harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the Contractor or failure of the Contractor to perform any work or obligation provided for in the agreement.

#### **VI. PAYMENT TERMS**

- A. Upon completion of work, and before final payment, contractor shall deliver a Project Manual that includes all applicable compliance documentation, clearly describing work completed and other items as outlined in these specifications. Project manual shall be delivered to the designated project manager prior to final payment.
- B. Final payment shall be paid upon final completion of all requirements specified within this document.
- C. Monthly progress payments will be allowed based on work completed according to a pre-submitted and approved schedule of values. Ten percent (10%) retainage will be held until final payment is approved. The billing period is specified as the first day of the month to the last day of the month until completion.

D. Invoices should be submitted to:

**WV Department of Administration  
General Services Division  
Attn: Jon Trout  
1900 Kanawha Boulevard East  
Building One, Room MB60  
Charleston, WV 25305**

#### **VII. WARRANTIES**

All workmanship and materials shall be warranted for a minimum of one (1) year from final acceptance unless manufacturer's standard approved warranty is greater.

### **VIII. INQUIRIES**

Questions regarding the purchasing process should be submitted in writing to Krista Ferrell, Senior Buyer, as above.

### **IX. CANCELLATION**

The Director of Purchasing reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the Bid and Contract herein.

### **X. ARBITRATION**

Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this Contract or in any American Institute of Architect's documents pertaining to this Contract are hereby deleted.

### **XI. WORKER'S COMPENSATION**

Compliance is required with all rules and regulations of the West Virginia Compensation Commission.

### **XII. INSURANCE REQUIREMENTS**

Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a Contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$1,000,000. Liability insurance coverage will be considered as primary and not as excess insurance. The vendor will provide thirty (30) days written notice to the State of West Virginia by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract will cease and will not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Contractor to furnish to the State of West Virginia a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage. State of West Virginia will be named as an additional insured.

### **XIII. PREVAILING WAGES**

The vendor must use the applicable counties prevailing wage rates. The schedules can be found on the State of West Virginia website <http://www.WestVirginiasos.com>

### **XIV. LIQUIDATED DAMAGES**

The State of West Virginia will suffer financial loss if jobs are not Substantially Complete within the specified Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$250.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue.

Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be

properly documented in accordance with the Contract Documents by the contractor.

#### **XV. BONDS**

A Bid Bond, in the amount of five percent (5%) of the total cost of the three bid scenarios, is required with submission of the bid. The successful bidder shall also furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of the contract. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia. A letter of credit submitted in lieu of a performance and labor/material bond will only be allowed for release orders under \$100,000. Personal or business checks are not acceptable in lieu of the 5% Bid Bond, performance bond or labor and material bond.

#### **XVI. LICENSING REQUIREMENTS**

The prime contractor who is awarded this contract is responsible for ensuring all subcontractors on this project are appropriately licensed for conducting business with the State of West Virginia.

#### **XVII. CONTRACTOR'S REQUIREMENTS**

Comply with the provisions of West Virginia Code §16-32-1, et seq. (H.B. 4647 passed March 10, 1988; in effect July 1, 1988 - as amended by the 1993 Legislative session).

The Contractor must make available for viewing at the job site a copy of the OSHA Regulations 19101 and EPA Regulations of Part 61, Sup-Part M governing asbestos stripping procedures.

#### **XVIII. NOTICE TO PROCEED**

Contractor must commence abatement activities within 24 hours after date agreed to by the Contractor and spending unit representative. This contract is to be performed within thirty (30) days after the issuance of a formal letter of notice-to-proceed from the spending unit to the contractor.

#### **XIX. STANDARD OPERATING PROCEDURES**

##### **A. GENERAL**

##### **1. Applicable Laws**

All personnel must be thoroughly familiar with and comply with all applicable rules, regulations, and interpretations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the U.S. Environmental Protection Agency (EPA) and all other state, federal, county, and other agencies having jurisdiction involving or pertaining to asbestos-containing materials or the stripping, handling, abatement, encapsulation, removal, and disposal of asbestos-contaminated materials, and employment or engagement of persons or entities for any such purpose, and protection of persons or property from asbestos containing materials. The Contractor must comply with all licensing, registration, certification, notification fees, and other similar requirements imposed by any governmental authority and must assure that all subcontractors are similarly in compliance with it.



## 2. Project Security

The Contractor is responsible for positive and effective security of the work areas of each project and/or facility. The Contractor must limit entry into all work areas to its personnel, the Architect or Engineer's authorized representative, authorized spending unit representatives, and Government Regulatory Agency personnel legally entitled to inspect the project. All persons entering the work areas must be properly protected against exposure to asbestos, as provided in those Standard Operating Procedures.

## 3. The Contractor's Representatives

The Contractor must appoint a minimum of one person in its office and one person on site, for contact with the spending unit's representative regarding the execution and compliance with contract requirements, including but not limited to, these Standard Operating Procedures, and any other governmental laws and regulations.

## 4. Project Log

The Contractor will maintain a daily Project Log for the base bid and any subsequent project. The Log will be used each day of the project to record the following information:

- a. Name Project Superintendent and actual time physically on job.
- b. Brief description of daily work accomplishments.
- c. Listing of all employees and others on the job.
- d. Description of any significant events, incidents, or unusual occurrences, including but not limited to, deviations of plans, specifications, contract requirements, or these standard Operating Procedures noted by the spending unit representative, inspector, air-sampling technician, or Contractor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the work area.

The log also will be used daily to hold copies of routine inspection reports, results of air sampling and analysis, project minutes, disposal forms, and any other routine documents (including project Purchase Order) relating to project activities. The Contractor, immediately upon request, will make the log available for inspection.

At the completion of the project, the Contractor must forward a copy of the project log to:

**WV Department of Administration  
General Services Division  
Attn: Jon Trout  
1900 Kanawha Boulevard East  
Building One Room MB60  
Charleston, WV 25305**

## 5. Visitor's Form

The Contractor will also maintain a project Visitor's Form which will be signed, with date and time by all visitors, including the spending unit representatives, private or governmental inspectors, and Contractor's representatives. The Log will make note of all such visitors who, for any reason, enter the enclosed work area, their reason for entry, date and duration of time in work area, activities in work area, safety precautions used, protective equipment used, etc.

Both the Project Log and Visitor's Form will form a permanent record of the project. The Contractor must retain a copy and a completed copy must be given to the spending unit at the

completion of the project.

## 6. Definitions

- a. **Abatement:** Procedure to control or otherwise limit fiber releases from asbestos containing or asbestos-contaminated building materials. This includes stripping, removal, encapsulation, disposal, wet cleaning, etc.
- b. **ACM:** Asbestos Containing Material.
- c. **Aggressive Sampling:** An air sampling technique typically used for final clearance air sampling wherein the area and surfaces around the air sample are agitated, brushed, blown with air jets or mechanical fans, or otherwise disturbed in an effort to re-suspend any settled dust and detect the presence of residual asbestos fibers.
- d. **Air Lock:** A system for permitting entrance or exit without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
- e. **Air Sampling:** The process of measuring the fiber content or particulate mass of specific volume of air at a specific point in time.
- f. **Amended Water:** Water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.
- g. **Asbestos Contaminated Material:** Any materials, substances, or items containing or coated (no matter how lightly) with asbestos fibers.
- h. **Asbestos Filtration Device (APD):** Filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas. Such equipment must have at least three filter stages, including readily accessible pre-and secondary filters, and a final filter which must be a High Efficiency Particulate Air (HEPA) filter rated 99.97% effective in capturing particles having diameters of 0.3 micrometers or greater.
- i. **Barrier:** Polyethylene sheeting and/or materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, forms the containment area.
- j. **Enclosed Work Area:** The Barrier that separates the contaminated work environment from the uncontaminated area in which abatement work is performed.
- k. **Clean Room:** An uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage or worker's street clothes and protection equipment.
- l. **Curtained Doorway:** Device to allow entrance or exit from one room to another while restricting air movement between the rooms. Typically constructed by placing three overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing all sheets along the top of the doorway, securing the vertical edge of the outside sheet along one vertical side of the doorway, the second sheet along the doorway vertical edge opposite the first, and the third sheet around the entire doorway (including base). The third sheet must be slit down the center to within one foot of each end to facilitate access by personnel. Two "Curtained Doorways" should be spaced a minimum of three feet apart to form an "Air Lock".
- m. **Disposal:** All specified procedures necessary to transport and deposit the asbestos-contaminated waste materials stripped and/or removed from the building to an approved waste disposal site in compliance with existing Sections 61.152 and 156 of the EPA Regulations (40 CFR 61), and Sections 172.101 and 173.1090 of the DOT Regulations (40 CFR), or such other or additional regulations as may be used.
- n. **Encapsulation:** All specified procedures necessary to coat asbestos-containing or asbestos-contaminated materials with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible asbestos-containing material non friable and incapable of releasing asbestos

- fibers into the ambient air by using a penetrating encapsulant.
- o. **Equipment Room:** A contaminated area or room inside the Enclosed Work Area which is part of the Work Area Isolation Structure, with provisions for storing of contaminated clothing and equipment.
  - p. **HEPA:** High Efficiency Particulate Air.
  - q. **HEPA Vacuum Equipment:** High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Currently, filters should have retention efficiency of 99.97% or greater for particles having diameters of 0.3 micrometers or greater.
  - r. **HVAC:** Heating, ventilating, and air conditioning; all buildings mechanical equipment including supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other similar mechanical equipment.
  - s. **Independent Testing Laboratory:** A qualified organization capable of performing necessary air sampling and other testing requirements of asbestos abatement projects.
  - t. **Lagging:** Insulation used to prevent heat floss from pipes, boilers, and similar mechanical equipment.
  - u. **NIOSH:** National Institute for Occupational safety and Health.
  - v. **OSHA:** United States Department of Labor, Occupational Safety and Health Administration.
  - w. **Removal:** All specified procedures necessary to gather, enclose in polyethylene bags and/or sealed drums, and make ready for disposal all stripped ACM or asbestos-contaminated material.
  - x. **Stripping:** All specified procedures necessary to remove ACM or asbestos contaminated materials from their substrate or from any component or structure of the building.
  - y. **Surface Sample:** A wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
  - z. **Surfactant:** A chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
  - aa. **8-Hour TWA:** The time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
  - bb. **Wash Room:** A shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.
  - cc. **Wet Cleaning:** The Process of removing ACM or asbestos-contaminated material from building surfaces, equipment, objects, tools, disposal containers, etc. This may be accomplished by washing with cloths, mops, sponges, or brushes, or by showering with water in the Wash Room.
  - dd. **Work Area Isolation Structure:** A series of connected rooms, typically consisting of a Clean Room, Wash Room, and Equipment Room, to permit equipment and personnel movement to and from the Enclosed Work Area while preventing airflow from the Enclosed Work Area. It is also used for the decontamination of workers, materials and equipment. A Work Isolation Structure always contains at least one Air Lock.

## B. QUALITY ASSURANCE

### 1. Standards

The Contractor must comply with the latest requirement and recommendations of the following regulations and publications governing asbestos stripping, removal, encapsulation, decontamination, and disposal of much more stringent standards as may be specified by any recognized governmental authority or generally recognized private authority, and all subsequent

editions or promulgation of the following:

- a. Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).
- b. OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
- c. EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
- d. EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
- e. NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".
- f. U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSHA-General Industry Safety and Health Standard Title 29 CFR Section 191.0.134.
- h. OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 -.1051
- i. OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.
- j. All other federal, state, county, municipal, and local statutes, ordinances, regulations, or rules pertaining to asbestos, including its removal, abatements, storage, transportation, and disposal; construction safety and health and hazard communication (workers' right-to-know); and contractor or other licensure, certification and regulation, which are now in effect or which in the future may come into effect.

## **2. Air Sampling**

The Contractor must comply with the most stringent mandated standard whether imposed by the following, or the specifications for the project, or a governmental agency or authority. At a minimum, the Air Sampling should include:

- a. Background sampling, particularly in those buildings where measurable airborne fiber concentration is believed to pre-exist,
- b. Representative personal air sampling.
- c. Routine air sampling outside the Enclosed Work Areas.
- d. Final clearance air sampling shall be conducted by an independent third party. The spending unit's representative will determine if aggressive sampling is required.

## **3. Pre-Abatement Sampling**

Pre-abatement bulk samples of ACMs and air samples of the areas surrounding ACMs will be preserved and a chain of custody document initiated. Pre-abatement sampling and documentation

is the responsibility of the spending unit.

#### **4. Final Project Clearance**

At the conclusion of the abatement and cleaning activities, the Contractor will conduct a thorough inspection of the entire project area. If, and during this inspection, any dust is observed, in addition to any requirement of the specifications, the Contractor will voluntarily re-clean the affected areas, the spending unit's representative may require aggressive air sampling prior to clearance.

#### **5. Site Inspections**

The Contractor's personnel must conduct daily work-site inspections to assure compliance with these Standard Operating Procedures.

#### **6. Record Retention**

The Contractor must comply with all submittal, documentation, and notice requirements set forth by the EPA, OSHA, all other federal, state, and local regulatory agencies, and the project specifications. Copies of all submittals, documents, and notices that are produced or are given to the spending unit or to any governmental agency must be retained in the Project Log.

#### **7. Asbestos Disposal Form**

All ACM material of Asbestos-Contaminated Material must be disposed of properly and deposited in an EPA approved landfill. The Contractor must secure an Asbestos Disposal Form or manifest for each separate load of asbestos-containing or contaminated material delivered to the landfill. Copies of all documents relating to disposal must be placed and retained in the Project Log.

### **C. PERSONAL PROTECTION**

#### **1. Respiratory Protection Equipment**

Subject to any more stringent requirements imposed by applicable law or project specification, the contractor must comply with the following at a minimum:

- a. The Contractor must provide all workers and those who have access to abatement work areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at each project. Respirators issued to site visitors must, at minimum, provide the same level of protection against airborne asbestos fibers as those issued to workers.
- b. The contractor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. As part of this Program, all persons using respirators must be thoroughly instructed in the following details:
  - i. Proper use
  - ii. Care, cleaning, and sanitizing
  - iii. Limitations
  - iv. Maintenance

- v. Emergency procedures
  - vi. Prohibition of facial hair
- c. Documentation of actual receipt of this training must be obtained by signature from each person using respirators. The signed forms and the Respiratory Protection Program must be placed and maintained in the Project Log, The Contractor must not allow access to an abatement work area of a person who has not actually received such training and acknowledged receipt of same.
- d. The choice of proper respirators for a specific can vary depending on the degree of protection required. Generally, the highest airborne asbestos fiber concentrations occur during the "gross removal" phase of any asbestos abatement project, though significant concentration can occur during the preparation and clean-up phases. The following must be adhered to:
- 1) Air purifying half-face respirators with HEPA filters will be used for all setup when (unless an industrial hygienist certifies in writing that no such respirators are required) the possibility that airborne asbestos fibers exist.
  - 2) At a minimum for all removal work, positive pressure respirators must be used. These may include powered-air respirators (PAR) or air supplied respirators (Type C), and should be on constant flow design. If PAR respirators are used, the filters must meet HEPA performance criteria as defined by NIOSH.
  - 3) At anytime when work-place airborne fiber concentrations are expected or demonstrated by air sampling to exceed 5.0 fibers/cc, only type C respirators can be used.
  - 4) Single-use, disposal respirators must not be used at any time.

#### **D. Emergency Procedures**

In the event of an emergency, the above stated decontamination procedures may not be adhered to. All efforts will be utilized to affect immediate First Aid to any victim. In all cases, the following emergency precautions are to be taken:

Contractor must post the phone numbers of all police, fire, ambulance, and hospital, along with directions to each, at each job site.

#### **E. Work-Place Security**

The Contractor must, throughout the asbestos abatement project provide security measures to prevent any unauthorized accidental entry into the work area. The Contractor must post hazard warning signs at all points of possible access to the project.

Enclosed Work Area: These signs must contain the specific wording required by OSHA and EPA.

#### **F. Water Disposal Containers**

The Contractor must utilize waste disposal containers as follows:

1. Polyethylene Bags - Bags used for transporting and disposing of asbestos-containing or asbestos-contaminated materials must be constructed of at least 6 mil polyethylene and be securely labeled with asbestos waste identification and warnings as specified by applicable OSI-IA, EPA, DOT regulations.
2. Drums - Drums used for transporting only, or transporting and disposing of asbestos-containing or asbestos contaminated waste materials must be clean, not previously contaminated with toxic materials, of metal or rigid fiberboard construction, have sealable lids and, when sealed, be air and watertight. Drums so used must be securely labeled with asbestos waste identification and warnings as specified by applicable OSHA, EPA, and DOT regulations.

#### **G. Use of Encapsulants**

Encapsulants as supplied to asbestos abatement projects fall in two major groups:

1. Those materials used to secure in-place friable asbestos-containing materials.
2. Those materials used to seal and enhance surfaces from which friable asbestos-containing materials have recently been removed.

In each case, the encapsulation process must take place within an Enclosed Work Area.

#### **H. Layout of Work Area Entrance and Decontamination Structures**

The Contractor must set up work area isolation/decontamination facilities in the manner specified in the specifications or applicable law, or if more stringent, consisting of three areas as follows:

1. The Equipment Room must be an area of sufficient size to accommodate at least one worker, a 6-mil disposal bag and container, and any equipment that the user wishes to store when not in use. The Equipment Room must not be physically separated from the work Area Isolation Structure.
2. The Wash Room must have two curtained doorways of opaque polyethylene film, one to the Enclosed Work Area, and one to the uncontaminated area. At least one shower must be installed in this room for personal decontamination.
3. The Clean Room must be of sufficient size to accommodate at least one worker and storage of street clothing. The Clean Room must be in the uncontaminated area and be separated from any contaminated area by at least one Air Lock.
4. Prefabricated or trailer-type decontamination/entrance system may be used.

Complete stripping of all visible asbestos materials is required. Where lagging is inaccessible, neatly trim any exposed edges and seal lagging with re-wet cloth, insulator's mastic, or other material approved by the spending unit.

### **I. Cleanup and Transportation of Asbestos-Containing Wastes**

All polyethylene film, tape, cleaning material, clothing, respirator and AFD filters, and other disposable material or items used in the Enclosed Work Area must be treated and disposed of as Asbestos- Contaminated Waste.

As disposal containers are filled, they must be sealed and moved to a staging area. The Contractor must remove waste materials from the Enclosed Work Area on a regular basis.

When Loading filled disposal containers into the transport vehicles, the Contractor must:

- a. Take steps to protect against rupture or other accidental opening of the sealed containers.
- b. Must assume any and all liability for any rupture or other opening of sealed containers.
- c. Hereby agrees to hold the spending unit harmless therefore.

Warning labels, having waterproof print and permanent adhesive, must be affixed to the sides of the disposal containers. Warning label must be conspicuous and legible, and they must be in accordance with EPA, OSHA, and DOT regulations.

### **J. Disposal of Asbestos-Containing Waste**

1. Disposal must comply fully with DOT, OSHA, and EPA regulations.
2. The landfill must be licensed to accept asbestos by all federal, state, and local authorities and proof of such license must be included in the project report.
3. The Contractor must fully document actual disposal for each load of waste delivered to the designated landfill. Signature attesting to receipt of the waste by the landfill operator must be obtained from the landfill operator for each load.

### **K. Decontamination of Work Area and Site Cleanup**

1. Upon completion of all abatement activities and cleanup, all equipment, machinery, scaffolding, tools, etc., no longer needed inside the work area must be cleaned with Amended Water and removed from the Enclosed Work Area.
2. After removing equipment and tools, the Contractor will clean all surfaces inside the Enclosed Work Area using Amended Water and/or HEPA filtered vacuum equipment, as appropriate. The Contractor will thoroughly clean any other areas suspected of having asbestos fiber contamination, using HEPA filtered vacuum equipment or Amended Water, as appropriate.
3. After all surfaces and equipment have been thoroughly cleaned and final clearance air sample results have been obtained, the Work Area Isolation Structures can be removed. All construction materials must be disposed of as asbestos-contaminated waste.
4. The Contractor must conduct a detailed final inspection to ensure that no dust or debris remains on any surface and must immediately take any additional steps necessary to make sure the area is free from asbestos fibers.



**XX. ADDITIONAL TERMS & CONDITIONS**

All prices are to include the cost of mobilization, demobilization, labor, equipment, and material required to perform asbestos abatement in accordance with the standards and regulations as specified in this Request for Quotations.

The Contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement project to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the contractor (e.g., damage to lawns, damage to access roads, etc.), at no additional expense to the spending unit.

**BID FORM**

Total lump-sum cost to perform abatement and demolition project as specified herein:

\$ \_\_\_\_\_

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E),
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

RFQ No. GSD096421

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:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: ASTECH CORPORATION

Authorized Signature:  Date: 12-02-2008



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

# Request for Quotation

RFO NUMBER  
 GSD096421

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ASTECH CORPORATION  
 Rt. 1 Box 479-B  
 CHAS. W.V. 25312

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 11/18/2008   |               |          |       |               |

BID OPENING DATE: 12/02/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
|      |          |     |          | ADDENDUM NO. 1  |            |        |
|      |          |     |          | THIS ADDENDUM IS ISSUED TO:   |            |        |
|      |          |     |          | 1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS, |            |        |
|      |          |     |          | 2.) PROVIDE THE PRE-BID ATTENDEE SHEET,   |            |        |
|      |          |     |          | 3.) PROVIDE A COPY OF THE ASBESTOS INSPECTION REPORT WITH DRAWINGS,                                     |            |        |
|      |          |     |          | AND   |            |        |
|      |          |     |          | 4.) EXTEND THE BID OPENING DATE.  |            |        |
|      |          |     |          | BID OPENING DATE IS EXTENDED TO: 12/02/2008   |            |        |
|      |          |     |          | BID OPENING TIME REMAINS: 1:30 PM   |            |        |
|      |          |     |          | ***** END ADDENDUM NO. 1 *****  |            |        |
| 001  | 1        | LS  |          | 968-32  |            |        |
|      |          |     |          | DEMOLITION/ABATEMENT CASS GRADE SCHOOL  |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |                           |                                   |
|--------------------|---------------------------|-----------------------------------|
| SIGNATURE<br>      | TELEPHONE<br>304-342-0545 | DATE<br>12-02-08                  |
| TITLE<br>President | FEIN<br>55-0685025        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

## Request for Quotations #GSD096421

### Technical Questions and Answers

**Question#1:** If the yardage is more than the specified yardage will there be extra pay per yard? Will there be a deduct if the yardage is less?

**Answer#1:** If the yardage exceeds the estimated quantities in the RFQ (4000 cu yd of debris + 131 cu yd of contaminated soil = 4,131 cu yds), the Agency will consider a change order request from the vendor. No deduction will occur if the amount is found to be less than the estimate.

**Question#2:** How soon after the bid date do you anticipate this project beginning?

**Answer#2:** Upon award of an approved purchase order from the State Purchasing Division. This is contingent upon many factors, including successful bidder responses to the State Purchasing Division; however, the average turnaround time is 2-3 weeks.

**Question#3:** Can I get a copy of the floor plan and asbestos inspection report?

**Answer#3:** See attached report including drawings of area.

**Question#4:** What is the estimated amount of debris to be removed from Cass? Does this include both buildings? Does this include the five inches of soil under the buildings?

**Answer#4:** Per the specifications, the estimated amount of debris and contaminated soil from the entire jobsite is 4,131 cubic yards. This includes the existing rubble pile and the adjacent standing wood structure.

**Question#5:** What is the projected start date?

**Answer#5:** Immediately following award of an approved purchase order by the State Purchasing Division, a pre-construction meeting will be held to determine a notice-to-proceed date. It is desired that this date be no later than mid-December, 2008.

**Question#6:** What is the available supply of water?

**Answer#6:** Water is to be provided from a fire hydrant/yard hydrant, but due to the limited supply of water for the town of Cass, water conservation is important. Usage of water should be limited to during demolition and load-out activities.

**Question#7:** Is it a requirement that truck drivers need to be licensed asbestos workers?

**Answer#7:** No. Please add “,with the exception of truck drivers.” To the end of the second bullet point on Page 12 of the RFQ. Truck drivers are to remain in the cab during loading and unloading.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 652026421

Date: 11/7/08

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>Prims Inc.</u>  |
| Firm Address:             | <del>501</del><br><u>PO Box 9128</u><br><u>Ches. WV. 25309</u> |
| Representative Attending: | <u>Tom Nailer</u>  |
| Phone Number:             | <u>304-747-3141</u>  |
| Fax Number:               | <u>304-768-0794</u>  |
| Email Address:            |  |

|                           |   |
|---------------------------|---|
| Firm Name:                | <u>Hofner Contracting</u>                         |
| Firm Address:             | <u>HC P2 Bx181C</u><br><u>Marlinton, WV 24954</u> |
| Representative Attending: | <u>Jeff Hofner</u>                                |
| Phone Number:             | <u>304-651-7418</u>                               |
| Fax Number:               | <u>304-799-2420</u>                               |
| Email Address:            | <u>Jeff_Hofner@Kahoe.com</u>                      |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>MASKA MECHANICAL INSULATION</u>             |
| Firm Address:             | <u>525 28th St Hyattsville</u><br><u>25702</u> |
| Representative Attending: | <u>MIKE PLANTS</u>                             |
| Phone Number:             | <u>304-522-6160</u>                            |
| Fax Number:               | <u>304-522-6162</u>                            |
| Email Address:            | <u>MR.Plants@MaskaMech.com</u>                 |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>Simon Environmental</u>                     |
| Firm Address:             | <u>1740 Rt 21 Keena,</u><br><u>W.Va. 25248</u> |
| Representative Attending: | <u>Alan McClanahan</u>                         |
| Phone Number:             | <u>(304) 989-2613</u>                          |
| Fax Number:               | <u>(304) 988-9097</u>                          |
| Email Address:            |  |

|                           |                                      |
|---------------------------|--------------------------------------|
| Firm Name:                | <u>R.J.B CONTRACTING INC</u>         |
| Firm Address:             | <u>HC 82 BOX 238</u><br><u>24954</u> |
| Representative Attending: | <u>ROY B-6665</u>                    |
| Phone Number:             | <u>1-704-799-7919</u>                |
| Fax Number:               | <u>304-999-3919</u>                  |
| Email Address:            |                                      |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>Triple A Cent.</u>                          |
| Firm Address:             | <u>PO Box 176</u><br><u>Beverly W.Va 26253</u> |
| Representative Attending: | <u>Chuck Thompson</u>                          |
| Phone Number:             | <u>304-636-1194</u>                            |
| Fax Number:               | <u>304-636-3680</u>                            |
| Email Address:            |  |

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ASD0 26 4 21

Date: 11/7/2008

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

|                           |   |
|---------------------------|---|
| Firm Name:                | <u>Improvement Unlimited</u>                          |
| Firm Address:             | <u>P.O. Box 38 Herndon VA</u><br><u>heronia 25971</u> |
| Representative Attending: | <u>William C. Erps</u>                                |
| Phone Number:             | <u>304-487-1266</u>                                   |
| Fax Number:               | <u>304-487-2176</u>                                   |
| Email Address:            | <u>SERP(S)@FRONTIER.NET</u>                           |

|                           |   |
|---------------------------|---|
| Firm Name:                | <u>Asstech Corp</u>                           |
| Firm Address:             | <u>Rt. 1 479.0</u><br><u>Char. W.V. 25312</u> |
| Representative Attending: | <u>Debbie Davis</u>                           |
| Phone Number:             | <u>304-342-0545</u>                           |
| Fax Number:               | <u>304-342-3972</u>                           |
| Email Address:            |   |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>George Construction Corp</u>                      |
| Firm Address:             | <u>170 Old Court Rd</u><br><u>Marytown, WV 26588</u> |
| Representative Attending: | <u>David Boyle</u>                                   |
| Phone Number:             | <u>304-291-6765</u>                                  |
| Fax Number:               | <u>304-291-6975</u>                                  |
| Email Address:            | <u>BOYLE@GECORP.COM</u>                              |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>Aster Management</u>  |
| Firm Address:             | <u>P.O. Box 13533</u><br><u>Sissonville WV</u><br><u>25360</u> |
| Representative Attending: | <u>Terry R. Nochelt</u>  |
| Phone Number:             | <u>304-884-4030</u>  |
| Fax Number:               | <u>304-884-4031</u>  |
| Email Address:            |  |

|                           |  |
|---------------------------|--|
| Firm Name:                | <u>AMT</u>   |
| Firm Address:             | <u>192 Vista Del Rio</u><br><u>Morgantown WV 26508</u> |
| Representative Attending: | <u>Joe Jordan</u>                                      |
| Phone Number:             | <u>304-292-1659</u>                                    |
| Fax Number:               | <u>304-292-3258</u>                                    |
| Email Address:            | <u>AMT.MR.FIC@NETSERV.COM</u>                          |

|                           |   |
|---------------------------|---|
| Firm Name:                | <u>D. Carter Inc.</u>                                   |
| Firm Address:             | <u>P.O. Box 396</u><br><u>Milton WV</u><br><u>25541</u> |
| Representative Attending: | <u>Terry R. Nochelt</u>                                 |
| Phone Number:             | <u>304-7743-1162</u>                                    |
| Fax Number:               | <u>304-7743-7939</u>                                    |
| Email Address:            |   |



**ASBESTOS INSPECTION REPORT  
FORMER CASS GRADE SCHOOL  
CASS SCENIC RAILROAD STATE PARK  
P.O. BOX 107, WV ROUTE 66  
CASS, WEST VIRGINIA 24927**

Prepared for:

**WV DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION  
CASS SCENIC RAILROAD STATE PARK  
P.O. Box 107  
Cass, West Virginia 24927  
ATTN: Dave Caplinger, Superintendent**

Prepared by:

**ENGINEERING & TESTING 2000, INC.**  
5 First Street Whitlock Industrial Park  
P.O. Box 1149, Lewisburg, West Virginia 24901  
Phone: (304) 645-4056 Fax: (304) 645-4489

**ENGINEERING & TESTING 2000, INC.**  
**CONSULTING ENGINEERS, SURVEYORS**  
**& MATERIALS TESTING**  
**5 FIRST ST., WHITLOCK INDUSTRIAL PARK**  
**P.O. BOX 1149**  
**LEWISBURG, WV 24901**  
**PHONE: (304) 645-4058**  
**FAX (304) 645-4489**

March 25, 2008

Mr. Dave Caplinger, Superintendent  
Cass Scenic Railroad State Park  
P.O. Box 107  
Cass, WV 24927

Re: Executive Summary, Asbestos  
Inspection, Former Cass Grade  
School Complex.

Dear Mr. Caplinger:

Attached hereto and made a part thereof is the above referenced report.

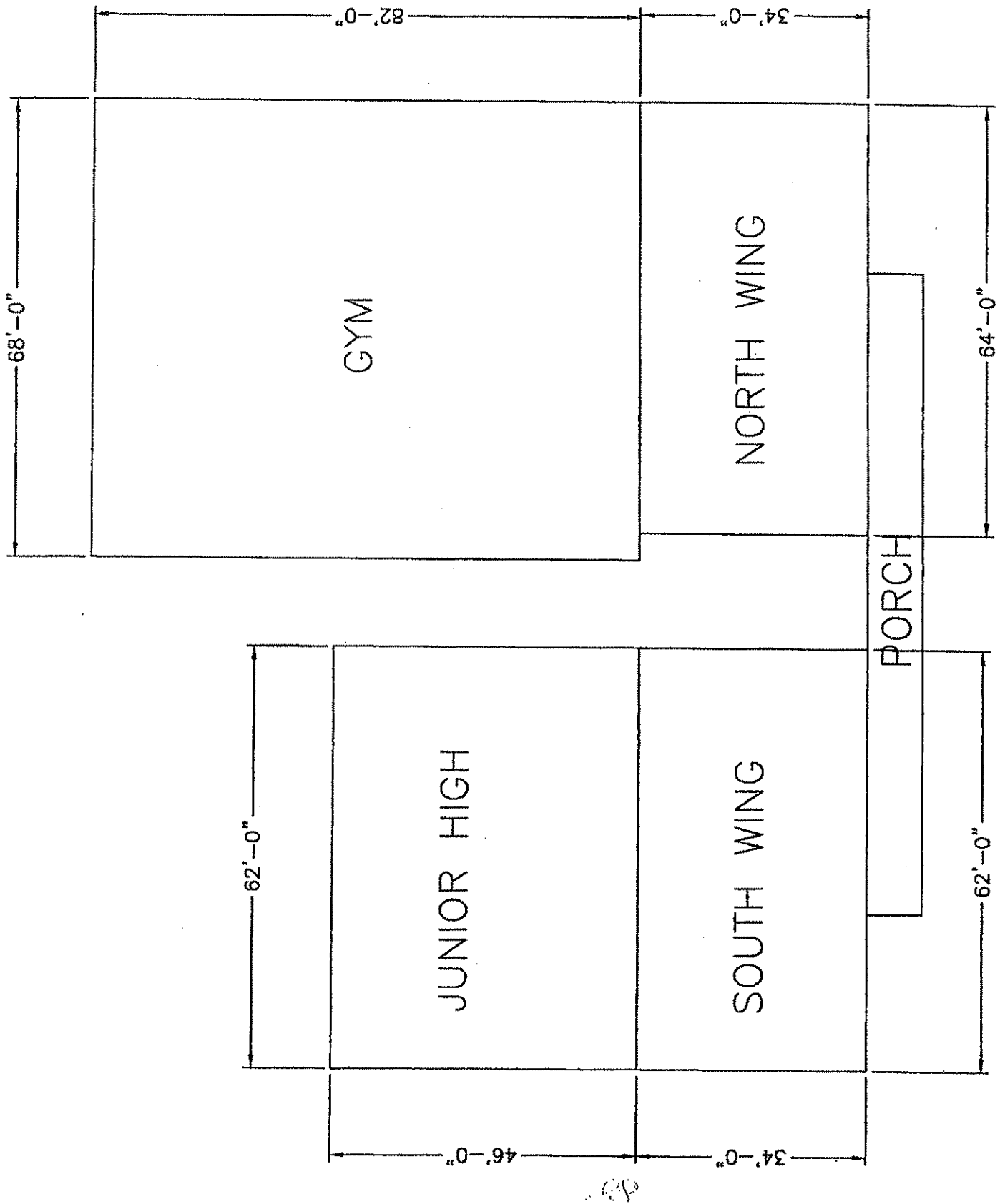
The inspection was performed by the undersigned on March 18, 2008. The inspection was performed as required by US EPA 40 CFR 61, November 20, 1990, Section 61.145 prior to demolition. The inspection was carried out, to the greatest extent possible due to collapsed building sections and large debris pile, in accordance with Code of State Regulation 64 CSR 63, May 4, 1998, Section 64-63-7.

It should be understood that approximately one half of the main building has collapsed and has been "pushed up" in a large debris pile. The remaining section of the main building has partially collapsed (2<sup>nd</sup> floor collapsed onto 1<sup>st</sup> floor). Access to the 2<sup>nd</sup> floor could not be safely performed.

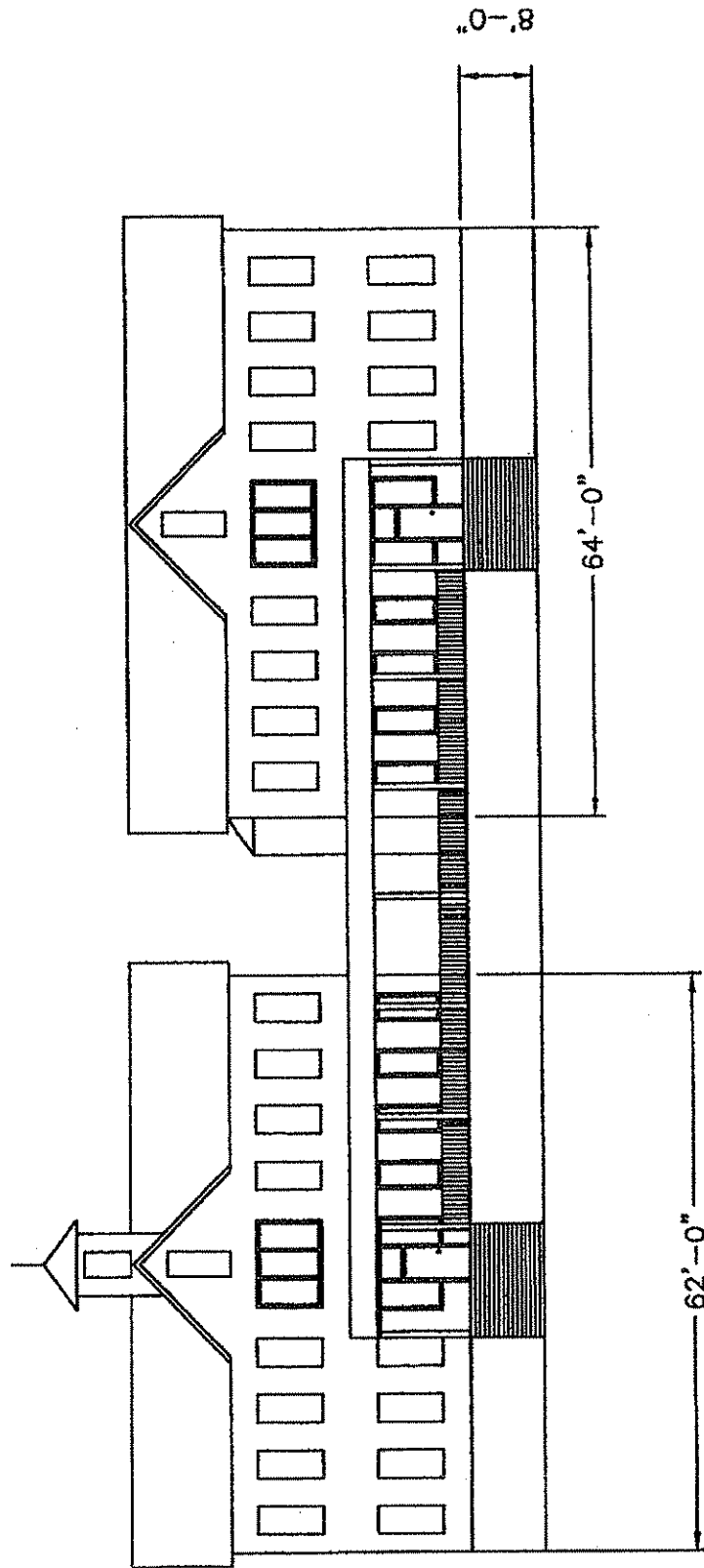
The gymnasium remains intact but shows signs of structural failure (large cracks in concrete block walls).

The entire complex has been "Dangered off" with signage. Anyone entering into this area is hereby warned that numerous safety hazards exist which require extreme caution and all appropriate safety measures.

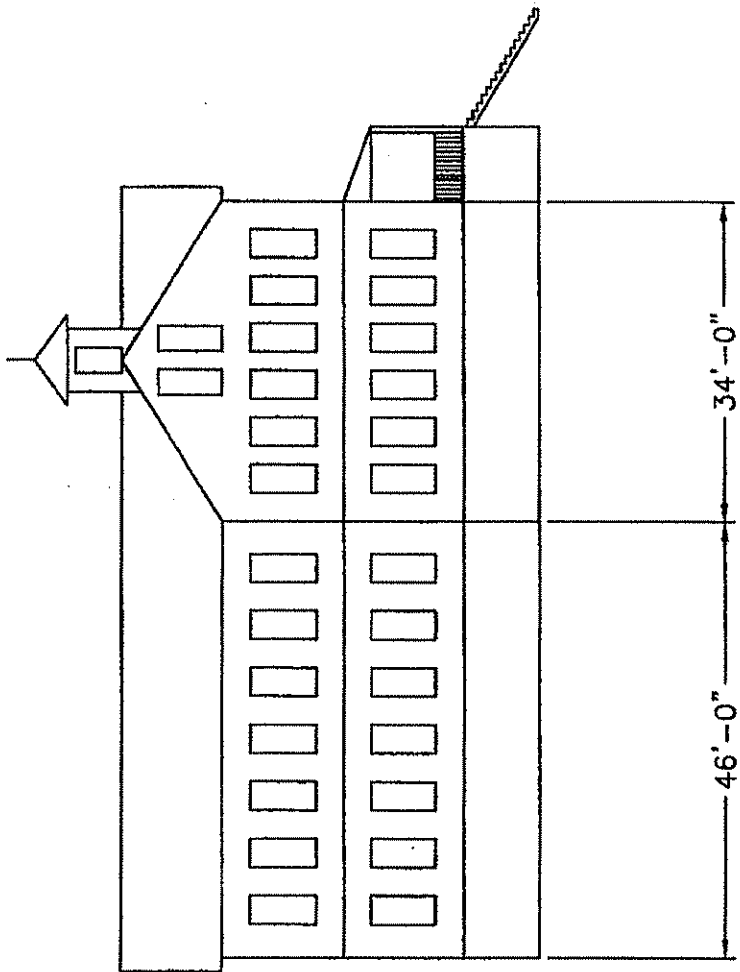
According to information received from the WV DNR, Parks and Recreation, the main building was constructed with a south wing built in 1915 and a north wing built in 1916 containing approximately 14,000 square feet of floor space. The concrete block gymnasium was built in 1949 with approximately 5500 square feet of floor space.



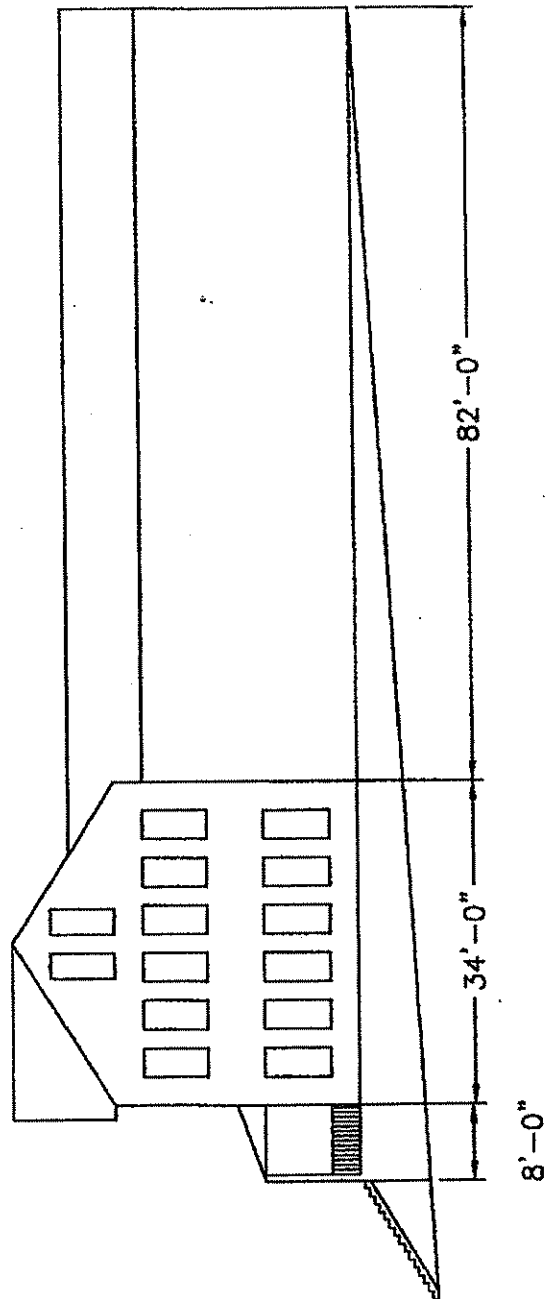
SCALE 1" = 20'



1" = 20'



1" = 20'



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- I. **Executive Summary**
  
- II. **Sample Logs**  
**Site Plan and Floor Plan Showing Approx. Sample Locations**  
**Laboratory Data**
  
- III. **Photographs**
  
- IV. **Inspector/Laboratory Certification/Licenses**

I.

**EXECUTIVE SUMMMARY**



Crawlspace areas are present under the main building section still standing. Crawlspace associated with the remaining section are concealed under the debris pile.

The complex was closed as a school in 1970.

Asbestos-containing/contaminated materials identified as a result of the inspection are summarized below:

| <u>Building Name/No.</u>          | <u>Material Description</u>                    | <u>Location</u>  | <u>Quantity</u>      | <u>Approx. % Asbestos</u> |
|-----------------------------------|--|--|----------------------|---------------------------|
| Main Bldg.<br>(standing)<br>CR1-1 | Transite Panels (in place on side of building) | Possible firewall between the 1915 and 1916 Construction     | 50 ft <sup>2</sup>   | 20 Chrysotile             |
|                                   | Air Cell Pipe Insulation                       | Crawlspace and 1 <sup>st</sup> floor Accessible from the gym | 127 lf               | 100 Chrysotile            |
| Main Bldg.<br>Debris Pile         | Plaster and Contaminated Debris                | Throughout Debris Pile                                       | 2400 yd <sup>3</sup> | 10 Chrysotile             |

Note: In addition to asbestos-containing plaster, transite panels and pipe insulation may be buried in the debris pile. The ground surface under the debris pile is also considered contaminated, approximately 8000 square feet(ft<sup>2</sup>).

Gymnasium CR1-2 Asbestos was NOT DETECTED in Quantities greater than 1% (TRACE CHRYSOTILE)

Note: Roofing samples and window glazing collected from the debris pile and main building section as well as from the gym contained asbestos quantities less than 1% (TRACE CHRYSOTILE).

Because none of the second floor of the main building and most of the first floor of the main building was not safely accessible, additional asbestos inspection may be required during the demolition phase of the project. Quantities listed in this document shall be considered approximate due to site conditions.

Please review this document carefully and do not hesitate to contact me if you have any questions.

Sincerely,  
Engineering & Testing 2000, Inc.



Rob Dillon  
Asbestos Inspector

RD/db  
C: Deborah Demyan

**II.****SAMPLE LOGS  
SITE PLAN AND FLOOR PLAN SHOWING APPROX. SAMPLE LOCATIONS  
LABORATORY DATA**

BUILDING MATERIALS  
SAMPLE LOG and SAMPLE NOTES  
(SUMMARY)

old Cass Grade school  
main Building and

County: Pocahontas (Cass)  
Building Number: CR1-1 (main Bldg & Debris)

Building Name: Debris Pile  
Room Number: N/A see Plans  
Sheet 1 of 2

Client: WVDNR Cass Scenic Railroad State Park

| Sample Number | Receiver's Initials | Photo Number | Description of Sampled Materials   |
|---------------|---------------------|--------------|--|
| CR1-1         |                     |              | Transite Panels, Approx 50 ft <sup>2</sup> broken panels in place at wall section of standing portion of Building. Remaining material in Debris Pile adjacent to wall section. The debris pile contains approx. 2400 yds <sup>3</sup> of various building debris. Cat. II Non Friable                                    |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
| CR1-1-2       |                     |              | Plaster From Debris Pile, material throughout Debris Approx 2400 yds <sup>3</sup> , Friable  |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
| d             |                     |              |  |
| e             |                     |              |  |
| f             |                     |              |  |
| g             |                     |              |  |
| CR1-1-3       |                     |              | Roofing Debris in Debris Pile and at various locations around the debris pile and main Building, Approx 2400 yds <sup>3</sup> of Debris.   |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
| CR1-1-4       |                     |              | Air Cell Pipe Insulation, crawlspace under Building section still standing and in section of the 1st Floor accessible through the Gym (ceiling partially collapsed adjacent to Gym. Approx 97 linear feet of insulation in place in crawlspace. An additional 30 linear feet vertical Roofs are accessible from the Gym. |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |

ARCHIVED SAMPLES STORED AT: Engineering & Testing 2000, Inc.

Inspector's Name: Rob Dillon License # AI 004577

Inspector's Firm: ENGINEERING & TESTING 2000, INC.

Inspector's Signature: [Signature]

Date Samples Collected: 3-18-08



BUILDING MATERIALS  
SAMPLE LOG and SAMPLE NOTES  
(SUMMARY)

County: Pocahontas (Cass)  
Building Number: CR1-2 Gymnasium

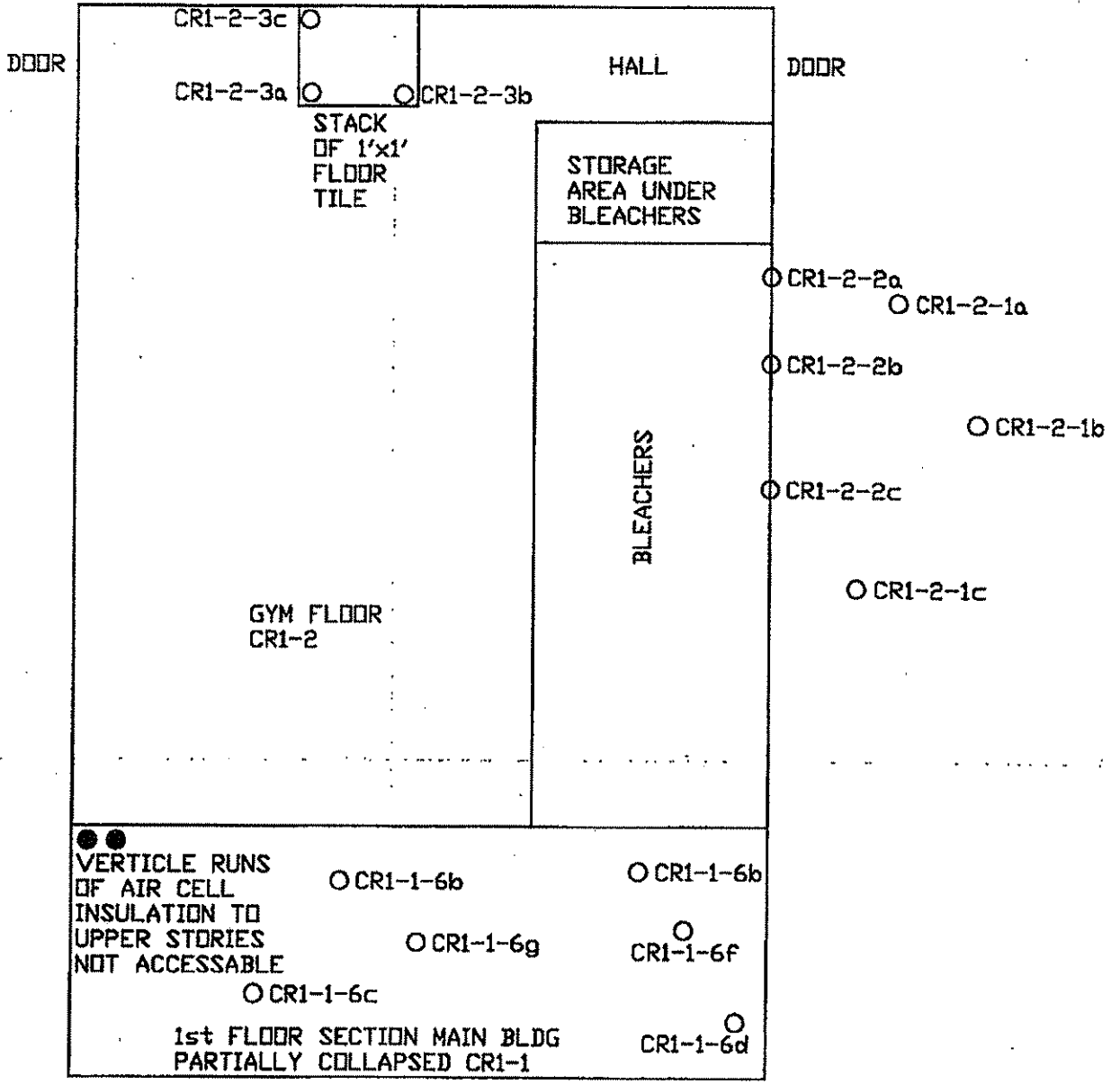
Old Cass Grade School  
Building Name: Gymnasium  
Room Number: See Plan  
Sheet 1 of 1

Client: WV DNR Cass scenic Railroad state Park

| Sample Number | Receiver's Initials | Photo Number | Description of Sampled Materials   |
|---------------|---------------------|--------------|--|
| CR1-2-1       |                     |              | Roofing Debris and In place roofing (Asphaltic) over metal, Approx 6200 ft <sup>2</sup> .            |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
| CR1-2-2       |                     |              | Window Glazing, 4- 3'x5' units, 4- 8'x10' units  |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
| CR1-2-3       |                     |              | Tan 1'x1' Floor Tile stored in Gym Approx 60 Pieces (60 ft <sup>2</sup> )                            |
| a             |                     |              |  |
| b             |                     |              |  |
| c             |                     |              |  |
|               |                     |              | Note: Concrete Block w/ wood superstructure and flooring concrete floor deck under wooden gym floor. |

ARCHIVED SAMPLES STORED AT: Engineering & Testing 2000, Inc  
Inspector's Name: Rob Dillon License # AB004577  
Inspector's Firm: ENGINEERING & TESTING 2000, INC.  
Inspector's Signature: [Signature]  
Date Samples Collected: 3-18-08





KEY:

- = APPROX. ASBESTOS BULK SAMPLE LOCATION, ASBESTOS DETECTED > 1%
- = APPROX. ASBESTOS BULK SAMPLE LOCATION, ASBESTOS NOT DETECTED > 1%

ASBESTOS INSPECTION  
 APPROX FLOOR PLAN  
 OLD CASS GRADE SCHOOL COMPLEX  
 CASS SCENIC RAILROAD STATE PARK  
 CASS, WV  
 3-18-08  
 NTS

ENGINEERING & TESTING 2000, INC.  
Post Office Box 1149  
Lewisburg, WV 24901  
Telephone: (304) 645-4056 Fax: (304) 645-4489

Client Name: WV DNR Cass Scenic Railroad State Park

Project Name: Old Cass Grade School Main Building & Debris Pile

Date Sampled 3/18/08 By: R.Dillon Date Received 3/19/08 By: H.Lipps

Analyzed By: H.Lipps Date Analyzed: 3/19, 20/08

Analytical Method: Polarized Light Microscopy with Dispersion Staining ND, Asbestos is Interpreted as Not Detected.

Samples analyzed in accordance with EPA\600\R-93-116.  
Percentages visually estimated, point count method not utilized.  
Results relate only to sample analyzed.

Asbestos Type (%)      Other-Fibrous      Non-Fibrous

SAMPLE I.D.  
CR1-1-1a      Chrysotile 20%      Other 80%

COLOR  
Black

LAB I.D.  
28191

SAMPLE I.D.  
CR1-1-2a      Chrysotile 10%      Organic 2%      Other 88%

COLOR  
White

LAB I.D.  
28192

SAMPLE I.D.  
CR1-1-3a      Chrysotile-Trace      Cellulose 35%      Other 65%

COLOR  
Black

LAB I.D.  
28193

SAMPLE I.D.  
CR1-1-3b      Chrysotile-Trace      Cellulose 35%      Other 65%

COLOR  
Black

LAB I.D.  
28194



| <u>SAMPLE I.D.</u> | <u>Asbestos Type (%)</u> | <u>Other-Fibrous</u> | <u>Non-Fibrous</u> |
|--------------------|--------------------------|----------------------|--------------------|
| <u>CR1-1-3c</u>    | Chrysotile-Trace         | Cellulose 35%        | Other 65%          |
| <u>COLOR</u>       |                          |                      |                    |
| <u>Black</u>       |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28195</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-4a</u>    | Chrysotile 100%          |                      |                    |
| <u>COLOR</u>       |                          |                      |                    |
| <u>White</u>       |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28196</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-5a</u>    | Chrysotile-Trace         |                      | Other 100%         |
| <u>COLOR</u>       |                          |                      |                    |
| <u>White</u>       |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28197</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-5b</u>    | Chrysotile-Trace         |                      | Other 100%         |
| <u>COLOR</u>       |                          |                      |                    |
| <u>White</u>       |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28198</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-5c</u>    | Chrysotile-Trace         |                      | Other 100%         |
| <u>COLOR</u>       |                          |                      |                    |
| <u>White</u>       |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28199</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-6a</u>    | ND                       | Organic 2%           | Other 98%          |
| <u>COLOR</u>       |                          |                      |                    |
| <u>Gray</u>        |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28200</u>       |                          |                      |                    |
| .....              |                          |                      |                    |
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-1-6b</u>    | ND                       | Organic 2%           | Other 98%          |
| <u>COLOR</u>       |                          |                      |                    |
| <u>Gray</u>        |                          |                      |                    |
| <u>LAB I.D.</u>    |                          |                      |                    |
| <u>28201</u>       |                          |                      |                    |
| .....              |                          |                      |                    |

|  | <u>Asbestos Type (%)</u> | <u>Other-Fibrous</u> | <u>Non-Fibrous</u> |
|--|--------------------------|----------------------|--------------------|
|--|--------------------------|----------------------|--------------------|

|                                       |    |            |           |
|---------------------------------------|----|------------|-----------|
| <u>SAMPLE I.D.</u><br><u>CR1-1-6c</u> | ND | Organic 2% | Other 98% |
|---------------------------------------|----|------------|-----------|

COLOR

Gray

LAB I.D.

28202

.....

|                                       |    |            |           |
|---------------------------------------|----|------------|-----------|
| <u>SAMPLE I.D.</u><br><u>CR1-1-6d</u> | ND | Organic 2% | Other 98% |
|---------------------------------------|----|------------|-----------|

COLOR

Gray

LAB I.D.

28203

.....

|                                       |    |            |           |
|---------------------------------------|----|------------|-----------|
| <u>SAMPLE I.D.</u><br><u>CR1-1-6e</u> | ND | Organic 2% | Other 98% |
|---------------------------------------|----|------------|-----------|

COLOR

Gray

LAB I.D.

28204

.....

|                                       |    |            |           |
|---------------------------------------|----|------------|-----------|
| <u>SAMPLE I.D.</u><br><u>CR1-1-6f</u> | ND | Organic 2% | Other 98% |
|---------------------------------------|----|------------|-----------|

COLOR

Gray

LAB I.D.

28205

.....

|                                       |    |            |           |
|---------------------------------------|----|------------|-----------|
| <u>SAMPLE I.D.</u><br><u>CR1-1-6g</u> | ND | Organic 2% | Other 98% |
|---------------------------------------|----|------------|-----------|

COLOR

Gray

LAB I.D.

28206

.....

ENGINEERING & TESTING 2000, INC.  
 Post Office Box 1149  
 Lewisburg, WV 24901  
 Telephone: (304) 645-4056 Fax: (304) 645-4489

Client Name: WV DNR Cass Scenic Railroad State Park

Project Name: Old Cass Grade School Main Gymnasium

Date Sampled 3/18/08 By: R.Dillon Date Received 3/19/08 By: H.Lipps *HL*

Analyzed By: H.Lipps *HL* Date Analyzed: 3/20/08

Analytical Method: Polarized Light Microscopy with Dispersion  
 Staining ND, Asbestos is Interpreted as Not  
 Detected.

Samples analyzed in accordance with EPA\600\R-93-116.  
 Percentages visually estimated, point count method not utilized.  
 Results relate only to sample analyzed.

|                    | <u>Asbestos Type (%)</u> | <u>Other-Fibrous</u> | <u>Non-Fibrous</u> |
|--------------------|--------------------------|----------------------|--------------------|
| <u>SAMPLE I.D.</u> |                          |                      |                    |
| <u>CR1-2-1a</u>    | ND                       | Cellulose 35%        | Quartz 5%          |
| <u>COLOR</u>       |                          |                      | Other 60%          |
| <u>Black</u>       |                          |                      |                    |

LAB I.D.

28207

.....  
SAMPLE I.D.

|                 |    |               |           |
|-----------------|----|---------------|-----------|
| <u>CR1-2-1b</u> | ND | Cellulose 35% | Quartz 5% |
| <u>COLOR</u>    |    |               | Other 60% |

Black

LAB I.D.

28208

.....  
SAMPLE I.D.

|                 |    |               |           |
|-----------------|----|---------------|-----------|
| <u>CR1-2-1c</u> | ND | Cellulose 35% | Quartz 5% |
| <u>COLOR</u>    |    |               | Other 60% |

Black

LAB I.D.

28209

.....  
SAMPLE I.D.

|                 |                  |  |            |
|-----------------|------------------|--|------------|
| <u>CR1-2-2a</u> | Chrysotile-Trace |  | Other 100% |
| <u>COLOR</u>    |                  |  |            |

Gray

LAB I.D.

28210  
 .....

| <u>SAMPLE I.D.</u> | <u>Asbestos Type (%)</u> | <u>Other-Fibrous</u> | <u>Non-Fibrous</u>      |
|--------------------|--------------------------|----------------------|-------------------------|
| <u>CR1-2-2b</u>    | Chrysotile-Trace         |                      | Other 100%              |
| <u>COLOR</u>       |                          |                      |                         |
| <u>Gray</u>        |                          |                      |                         |
| <u>LAB I.D.</u>    |                          |                      |                         |
| <u>28211</u>       |                          |                      |                         |
| .....              |                          |                      |                         |
| <u>SAMPLE I.D.</u> |                          |                      |                         |
| <u>CR1-2-2c</u>    | Chrysotile-Trace         |                      | Other 100%              |
| <u>COLOR</u>       |                          |                      |                         |
| <u>Gray</u>        |                          |                      |                         |
| <u>LAB I.D.</u>    |                          |                      |                         |
| <u>28212</u>       |                          |                      |                         |
| .....              |                          |                      |                         |
| <u>SAMPLE I.D.</u> |                          |                      |                         |
| <u>CR1-2-3a</u>    | ND                       |                      | Quartz 45%<br>Other 55% |
| <u>COLOR</u>       |                          |                      |                         |
| <u>White</u>       |                          |                      |                         |
| <u>LAB I.D.</u>    |                          |                      |                         |
| <u>28213</u>       |                          |                      |                         |
| .....              |                          |                      |                         |
| <u>SAMPLE I.D.</u> |                          |                      |                         |
| <u>CR1-2-3b</u>    | ND                       |                      | Quartz 45%<br>Other 55% |
| <u>COLOR</u>       |                          |                      |                         |
| <u>White</u>       |                          |                      |                         |
| <u>LAB I.D.</u>    |                          |                      |                         |
| <u>28214</u>       |                          |                      |                         |
| .....              |                          |                      |                         |
| <u>SAMPLE I.D.</u> |                          |                      |                         |
| <u>CR1-2-3c</u>    | ND                       |                      | Quartz 45%<br>Other 55% |
| <u>COLOR</u>       |                          |                      |                         |
| <u>White</u>       |                          |                      |                         |
| <u>LAB I.D.</u>    |                          |                      |                         |
| <u>28215</u>       |                          |                      |                         |
| .....              |                          |                      |                         |

**III.**  
**PHOTOGRAPHS**



REMAINING SECTION  
MAIN BUILDING  
CR1-1  
3/17/08

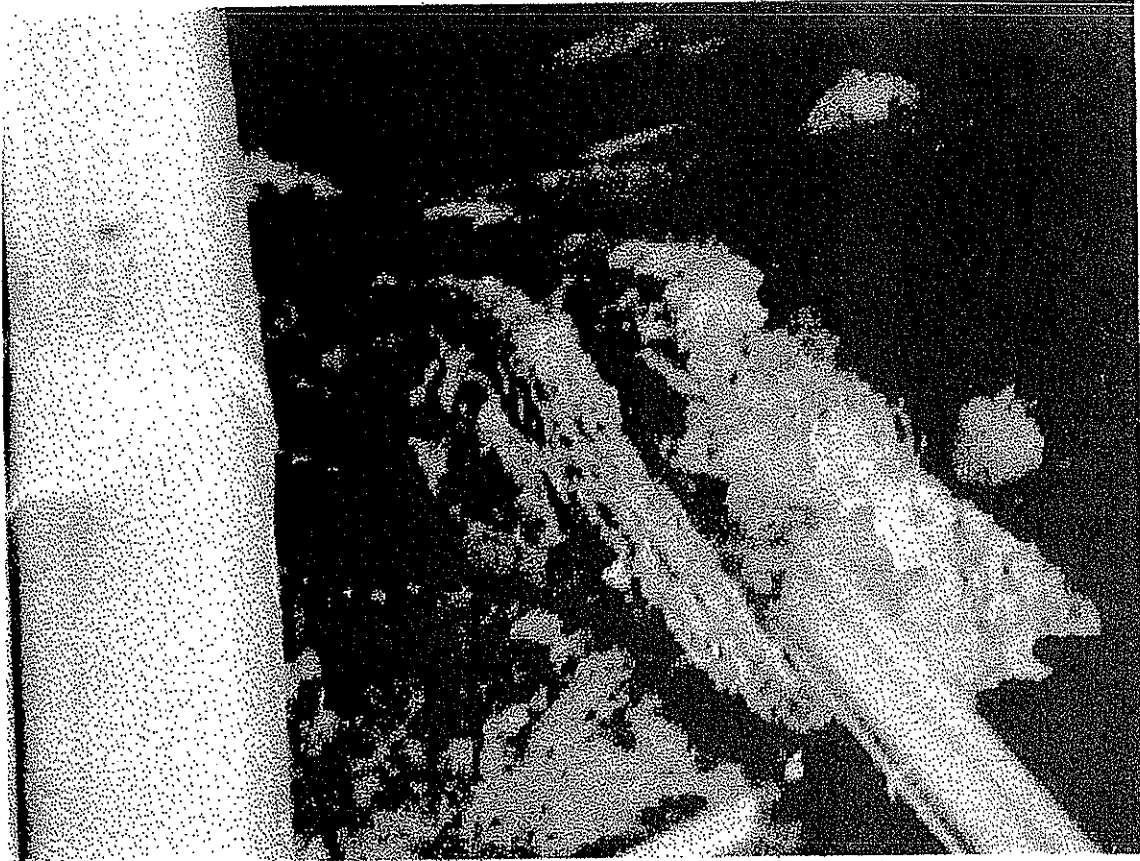


MAIN BLDG. SECTION AND ASSOCIATED DEBRIS PILE  
GYMNASIUM  
3/17/08

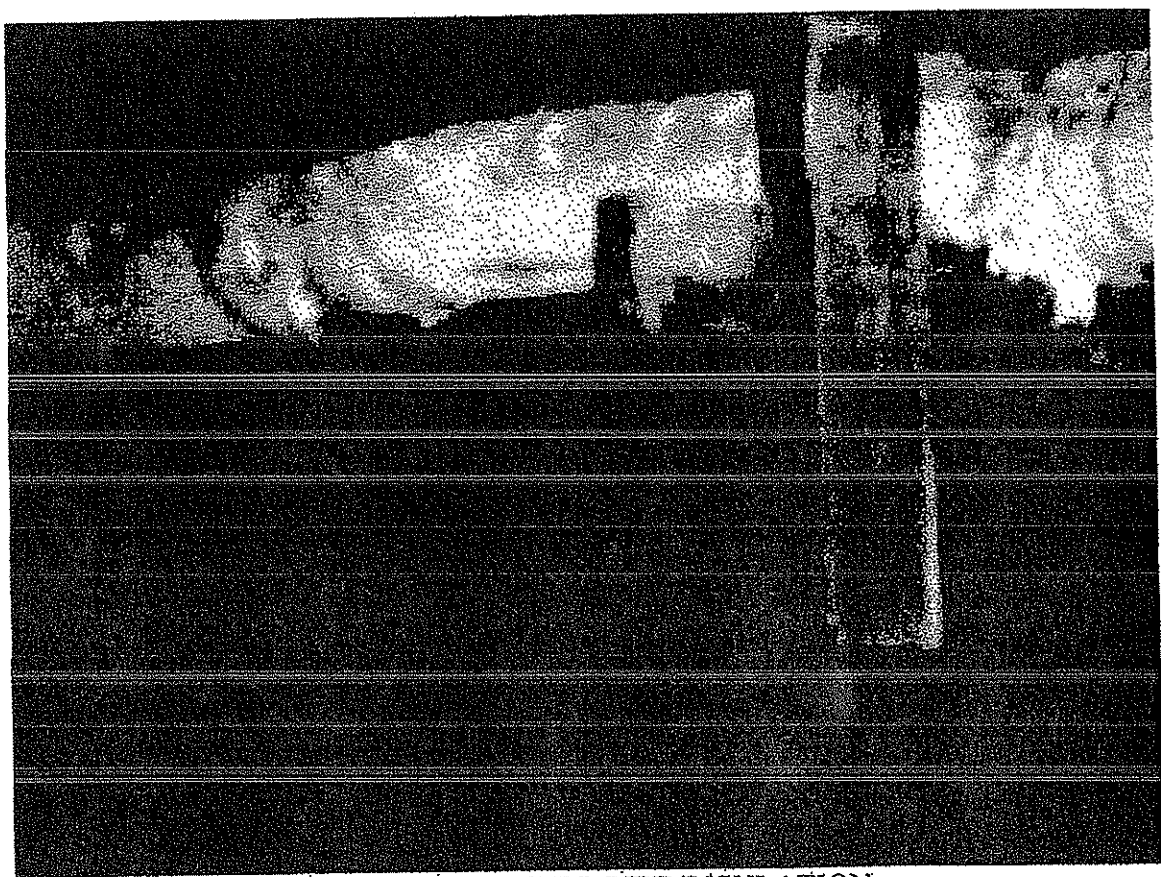


DEBRIS PILE WITH MAIN BUILDING AND  
GYM IN BACKGROUND  
3/17/08





AIR CELL PIPE INSULATION IN CRAWLSPACE  
OF REMAINING MAIN BLDG SECTION  
ADJACENT TO DEBRIS PILE  
3/17/08



IN-PLACE AIR CELL PIPE INSULATION  
IN CRAWLSPACE OF MAIN BLDG SECTION  
3/17/08

IV.

INSPECTOR/LABORATORY CERTIFICATION/LICENSES



# Safety & Health Extension

*This is to certify that*

## Robert L. Dillon

*has met the attendance requirements  
and successfully completed the*

### Asbestos Building Inspector Refresher Course

*As approved by  
the Environmental Protection Agency  
4 Instructional Hours*

*Mark D. Fultz*  
Course Director

April 24, 2007  
Examination Date

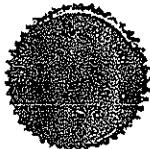
April 24, 2007  
Course Dates

Number 3-0416

Morgantown, WV  
Location

April 24, 2008  
Expires

This course is A West Virginia® and EPA approved and meets the requirements of 40 CFR Part 763 AHERA for purposes of accreditation required under Toxic Substances Control Act (TSCA) Section 206

|   |                           |  |
|---|---------------------------|--|
|  | <b>WEST VIRGINIA</b>      |  |
|   | Asbestos Program          |  |
|   | Robert L. Dillon          |  |
|   | IS LICENSED AS AN         |  |
|   | <b>ASBESTOS INSPECTOR</b> |  |
| License #   | A1004577                  |  |
| Issued:   | 8/10/2007                 |  |
| Expires:  | 8/31/2008                 |  |
| <i>Randy C. Curtis</i> Dir., WV RTIA DIV  |                           |  |



# State of West Virginia

Bureau for Public Health  
Office of Environmental Health Services  
Radiation, Toxics and Indoor Air Division

This is to certify that  
**Engineering & Testing 2000, Inc.**  
**#5 1st Street**  
**Lewisburg, WV 24901**

Has complied with Chapter 16, Article 32, of the  
Asbestos Abatement Licensing Rules and Regulations  
and is hereby licensed as an  
Asbestos Air and/or Bulk Sample Analytical  
Laboratory.

Asbestos Laboratory License Number:  
**LT000289**

Issued: **4/10/2007**

Expires: **4/30/2008**

*Randy C. Curtis*

**Randy C. Curtis, P.E., Director**  
Radiation, Toxics and Indoor Air Division

# Astech Corporation

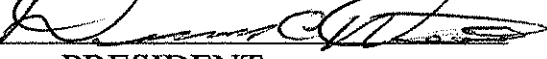
Rt. 1 Box 479-B  
Charleston, West Virginia 25312  
(304) 342-0545

## AFFIDAVIT

### DRUG & ALCOHOL FREE WORKPLACE

ASTECH CORPORATION, a WEST VIRGINIA Corporation, by DENVER DAVIS it's president, does swear or affirm that the Contractor has a written plan for a drug-free workplace policy and maintains a valid drug-free workplace policy with Chapter 21, Article 1D of the West Virginia Code, 1931, as amended.

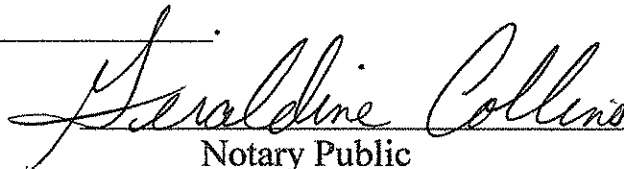
The Drug and Alcohol Free Workplace Representative is DENVER DAVIS, ASTECH CORPORATION.

By:  Date: 06-26-08  
Title: PRESIDENT

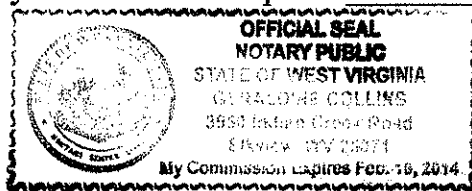
STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

Taken, subscribed and sworn before me this 26<sup>th</sup> day of June,  
2008 by Denver Davis.

  
Notary Public

My commission expires \_\_\_\_\_





THE AMERICAN INSTITUTE OF ARCHITECTS

Bond # 17189

AIA Document A310

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Astech Corporation**  
479-B Falcon Drive  
Charleston, WV 25312

as Principal, hereinafter called the Principal, and **American Southern Insurance Company, 1301 Hightower Trail, Suite 210, Atlanta, GA 30350** a corporation duly organized under the laws of the State of **Kansas** as Surety, hereinafter called the Surety, are held and firmly bound unto

**State of West Virginia, Dept. of Administration Purchasing Division**  
2019 Washington Street East  
Charleston, WV 25305

as Obligee, hereinafter called the Obligee, in the sum of **Five PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED Sixteen Thousand Five Hundred and No/100 DOLLARS ( 5% Not To Exceed \$16,500.00)**

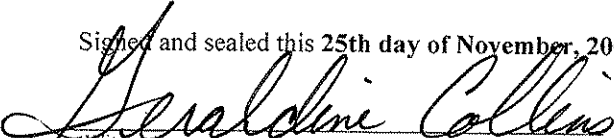
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

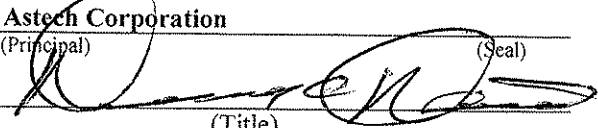
WHEREAS, the *Principal* has *submitted* a bid for


**Asbestos/Demolition at Cass Grade School**


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall *pay* to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of November, 2008.

  
\_\_\_\_\_  
(Witness)

**Astech Corporation**  
\_\_\_\_\_  
(Principal)  (Seal)  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**American Southern Insurance Company**  
\_\_\_\_\_  
(Surety)  
  
\_\_\_\_\_  
Andrew C. Heaner, Attorney In Fact

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street  
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW  
Bldg 400, Ste 800  
Atlanta, Georgia 30327

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica I. Boone of Locust Grove, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Canton, Georgia; Lloyd Randall Deal of Kennesaw, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; or David R. Brett of Columbia, South Carolina; Diane M. Bailey of Phoenix, Arizona; Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 24th day of March, 2008.


Attest:   
Gail A. Lee, Secretary

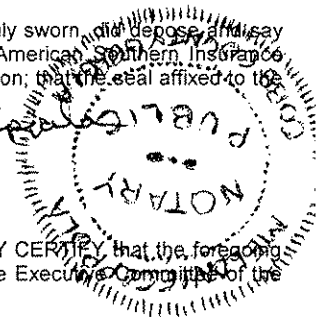
American Southern Insurance Company  
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 24th day of March, 2008, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

  
Melonie Coppola  
Notary Public, State of Georgia  
Qualified in Cobb County  
Commission Expires May 17, 2010



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 25th day of November, 2008.

Power No. 17189

  
John R. Huot  
Vice President



*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*

*Whereas*, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2008, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2007.

  
Lane L. Chinc  
Insurance Commissioner



WV File #0063

American Southern Insurance Company  
 NAIC Company Code 10235  
 NAIC Group Code 587

Statutory Financial Statement

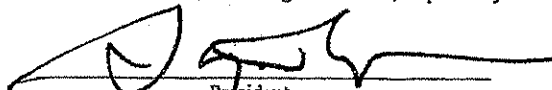
As of December 31, 2006


| ASSETS  |               | LIABILITIES                                     |  |               |
|---|---------------|---|--|---------------|
| Bonds   | \$54,206,267  | Reserve for Losses and Loss Expense             |  | \$33,388,259  |
| Stocks  | 26,239,019    | Reserve for Unearned Premiums                   |  | 21,217,908    |
| Cash and Short-Term Investments                         | 11,444,228    | Reserve for Expenses, Taxes, Licenses and Fees  |  | 9,057,867     |
| Agents Balances or Uncollected with Reinsured Companies | 9,466,223     | Payable to Parents, Subsidiaries and Affiliates |  | 273,203       |
| Other Assets  | 3,170,263     | Other Liabilities                               |  | 5,650,917     |
|   |               | Total Liabilities                               |  | 69,588,154    |
|   |               | <b>POLICYHOLDERS' SURPLUS</b>                   |  |               |
|   |               | Capital Stock                                   |  | 3,000,000     |
|   |               | Surplus   |  | 31,937,846    |
|   |               | Total Policyholders' Surplus                    |  | 34,937,846    |
| Total Assets  | \$104,526,000 | Total Liabilities and Policyholders' Surplus    |  | \$104,526,000 |

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

**CERTIFICATE**

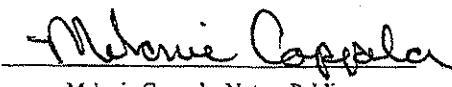
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Treasurer/Controller

State of Georgia  
 County of Fulton

On the 26th day of January 2007, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

  
 \_\_\_\_\_  
 Melonie Coppola, Notary Public  
 My Commission Expires, May 17, 2010