



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

State of West Virginia  
**Master Agreement**

Order Date: 2017-06-13

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 ABATMNT17	Procurement Folder: 344004
Document Name: Asbestos Abatement Services	Reason for Modification: Award of CRFQ SWC00000016
Document Description: Asbestos Abatement Services	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Michelle L Childers	
Telephone: (304) 558-2063	
Email: michelle.l.childers@wv.gov	
Shipping Method: Yellow Freight	Effective Start Date: 2017-07-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2018-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000008411 CUSTOM SERVICES INDUSTRIES LLC 1608 Virginia Ave W  Huntington WV 25704-1535  US Vendor Contact Phone: (304) 633-3776 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Michelle L Childers Requestor Phone: (304) 558-2063 Requestor Email: michelle.l.childers@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

Total Order Amount	Open End
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*we*  
*6-13-2017*

<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: <i>[Signature]</i> DATE: <i>6/13/2017</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: <i>Beverly Tolson</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE
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*6/21/17*

**JUN 21 2017**

**Extended Description:**

Blanket Open-end Statewide Contract

Asbestos Abatement Services

The vendor, Custom Services Industries, LLC of Huntington, WV, agrees to enter into a Blanket Open-End Statewide Contract with the State of West Virginia to provide asbestos abatement services to all West Virginia state agencies and political subdivisions. Per the bid requirements, specifications, terms and conditions, Addendum 1 dated 05/18/2017, Addendum 2 dated 05/19/2017, Addendum 3 dated 05/24/2017, Addendum 4 dated 06/01/2017, and the vendor's submitted and accepted bid dated 06/06/2017, per the attached documentation and pricing sheets. All incorporated herein by reference and a part of hereof.

Agency shall submit a wvOASIS CDO release order and all supporting documentation for the process with quote to the West Virginia Purchasing Division.

A CDO is required for all releases from this Contract regardless of the dollar value. West Virginia Purchasing Division will obtain all bonds required prior to release. Bonds will be required with every release.

\*Contracts utilizing Federal Funds and/or requiring Davis-Bacon wage rates must be submitted for bid to the West Virginia Purchasing Division using normal procurement procedures.

Political subdivisions shall contract the vendor directly to order under this contract.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76101602				\$0.000000
	<b>Service From</b>	<b>Service To</b>			
	2017-07-01	2018-06-30			

**Commodity Line Description:** ABATEMENT SERVICES -  
INSULATION SERVICES

**Extended Description:**

PRICING CAPTURED ON UNIT PRICES PAGES AS ATTACHED.

ABATMNT17	<b>Document Phase</b> Draft	<b>Document Description</b> Asbestos Abatement Services	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

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

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on July 1, 2017 and extends for a period of one (1) year(s).

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of Agency CDO amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

See Item 7 of specifications; Item 7.3 for Class I - Asbestos Worker & Class II - Asbestos Supervisor Certification

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of:           \$1,000,000.00          

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.



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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below

Contractor's Name: Custom Services Industries, LLC  
 Contractor's License No.: WV- 054468

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires 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. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. ~~DAVIS-BACON AND RELATED ACT WAGE RATES:~~ APPROVED BY WV. PURCHASING**

- A. Hubel*
- ~~The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.~~
- ~~The work performed under this contract is not subject to Davis-Bacon wage rates.~~

**8. ~~SUBCONTRACTOR LIST SUBMISSION:~~** ~~In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.~~

**a. ~~Required Information.~~** ~~The subcontractor list shall contain the following information:~~

~~i. Bidder's name~~

~~ii. Name of each subcontractor performing more than \$25,000 of work on the project.~~

~~iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et seq.~~

~~iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.~~

~~b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.~~


~~c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.~~

~~d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:~~

~~i. The subcontractor listed in the original bid has filed for bankruptcy;~~

~~ii. The subcontractor in the original bid has been debarred or suspended; or~~

~~iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.~~

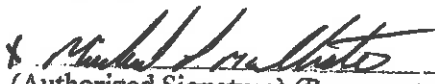
APPROVED By WV. PURCHASING DIVISION 

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael L. McCallister / President  
 (Name, Title)  
 Michael L. McCallister / President  
 (Printed Name and Title)  
 1608 Virginia Ave. W., Huntington, WV 25704  
 (Address)  
 (681) 204 5366  
 (Phone Number) / (Fax Number)  
 mikelmccallister@yahoo.com  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Custom Services Industries, LLC  
 (Company)

 Michael L. McCallister/President  
 (Authorized Signature) (Representative Name, Title)

Michael L. McCallister/President  
 (Printed Name and Title of Authorized Representative)

06/05/2017  
 (Date)

(681) 204-5366 (681-204-5366)  
 (Phone Number) (Fax Number)

## Statewide Contract 2017 Asbestos Abatement

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish an open-ended Statewide Contract for the removal, encapsulation, and remediation of Asbestos Containing Material. This Contract will be available to Agencies of the State of West Virginia and its political subdivisions.

This Contract was previously bid as "ABATMNT12" and opened on: 01/03/2013. Vendors may view previously submitted bids for this solicitation at the WV Purchasing Division Bid Opening Index located at: <http://www.state.wv.us/admin/purchase/Bids/FY2013/BO20130103.html>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Abatement Services"** means work performed under this Contract to control or limit asbestos fiber releases from ACM and includes, but is not limited to stripping, removal, encapsulation, disposal, and wet cleaning, in compliance with all applicable laws, regulations, and ordinances, including, but not limited to, the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Office of Environmental Health Services Asbestos Compliance.

2.2 **"ACM" or "Asbestos Contaminated Material"** means any building product made from, coated with, or containing asbestos.

2.3 **"Air Lock"** means a system for entrance or exit that does not permit air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

2.4 **"Air Sampling"** means the process of measuring the fiber content or particulate mass of a specific volume of air at a specific point in time.

2.5 **"Amended Water"** means water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.

2.6 **"Asbestos Filtration Device"** means filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas with 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.

## Statewide Contract 2017 Asbestos Abatement

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- 2.7 **“Barrier”** means polyethylene sheeting and/or other materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, form the containment area.
- 2.8 **“Enclosed Work Area”** means the area inside the Barrier that contains ACM that will be abated.
- 2.9 **“Clean Room”** means an uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage of worker's street clothes and protection equipment.
- 2.10 **“CDO”** means Central Delivery Order as initiated by the State Agency and processed by the West Virginia Purchasing Division.
- 2.11 **“Curtained Doorway”** means a 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 should 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".
- 2.12 **“Disposal”** means transporting and depositing of the ACM stripped and/or removed from the building to an approved waste disposal site in compliance with State and Federal laws and regulations.
- 2.13 **“Encapsulant” or “Sealant”** means all materials and procedures necessary to prevent the release of asbestos and transport and deposit the ACM stripped and/or removed from the building to an approved waste disposal site.
- 2.14 **“Encapsulation”** means all procedures necessary to coat ACM with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible ACM non-friable and incapable to releasing asbestos fibers into the ambient air.
- 2.15 **“Equipment Room”** means 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.
- 2.16 **“HEPA”** means high efficiency particulate air.

## Statewide Contract 2017 Asbestos Abatement

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- 2.17 “HEPA Vacuum Equipment”** means High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers.
- 2.18 “HVAC”** means heating, ventilating, and air conditioning and includes all supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other mechanical equipment.
- 2.19 “Independent Testing Laboratory”** means a qualified organization capable of performing necessary Air Sampling and other testing requirements of asbestos abatement projects.
- 2.20 “Lagging”** means insulation used to prevent heat loss from pipes, boilers, and similar equipment.
- 2.21 “NIOSH”** means National Institute for Occupational Safety and Health.
- 2.22 “OSHA”** means United States Department of Labor, Occupational Safety and Health Administration.
- 2.23 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.24 “Removal”** means all specified procedures necessary to gather, transport and dispose of ACM.
- 2.25 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.26 “Stripping”** means all specified procedures necessary to remove ACM.
- 2.27 “Surface Sample”** means a wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
- 2.28 “Surfactant”** means a chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
- 2.29 “8-Hour TWA”** means the time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
- 2.30 “Wash Room”** means a shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.



## Statewide Contract 2017 Asbestos Abatement

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- 2.31 “Wet Cleaning”** means the process of removing ACM from building surfaces, equipment, objects, tools, disposal containers, etc. with a liquid, generally water.
- 2.32 “Work Area”** means the area in and around which Vendor is performing Abatement Services.
- 2.33 “Work Area Isolation Structure”** means 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.
- 3. SCOPE OF WORK:** Vendor shall provide all equipment, material, and labor necessary to perform Abatement Services.
- 3.1 Abatement Services provided under this Contract will include:**
- 3.1.1** Stripping, Removal, Encapsulation, Disposal, and Wet Cleaning, in compliance with all applicable laws, regulations, and ordinances;
  - 3.1.2** Sealing all surfaces from which ACM or suspected ACM was removed and sealing of all exposed edges of any remaining ACM that is to remain in place;
  - 3.1.3** HEPA vacuuming and Wet Cleaning all surfaces inside and outside of the Enclosed Work Area as needed;
  - 3.1.4** Ensuring that the worksite is properly maintained to protect public safety;
  - 3.1.5** Insulating and fireproofing of various structures from which ACM has been sealed or removed;
  - 3.1.6** Restoration of all property, private or public, affected by Abatement Services to its original condition or better;
  - 3.1.7** Providing clearance reports, final reports, and project manuals that include descriptions of work in all locations, waste manifests signed by landfill representatives, and all other documents related to this project; and

## Statewide Contract 2017 Asbestos Abatement

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**3.1.8** Any other task required by the West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division to properly provide Abatement Services.

**3.2** The scope of Abatement Services required under this Contract may vary from project to project as needed. There is no guarantee of any kind regarding the amount or type of Abatement Services that will be required under this Contract.

#### **4. CONTRACT AWARD AND PRICING:**

**4.1** This Contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest combined **TOTAL BID AMOUNT** for Abatement Services requested in the three bid scenarios and unit pricing pages.

Pricing Pages were created in MS Excel and may be downloaded from the wvOASIS Vendor Self-Serve site for this solicitation for use in submitting response.

Bid Scenario 1: Unit Price (x) Scenario Quantity = Extended Total

Bid Scenario 2: Unit Price (x) Scenario Quantity = Extended Total

Bid Scenario 3: Unit Price (x) Scenario Quantity = Extended Total

Unit Prices Page: Vendor is to enter each Unit Price per Sub Category

Bid Recap Pricing Page: Vendor is to enter the Sub-Total from Bid Scenario 1, Bid Scenario 2, Bid Scenario 3 and Unit Pricing pages for a **TOTAL BID AMOUNT**.

The Purchasing Division may award this contract to multiple vendors to ensure adequate coverage for the entire state of West Virginia. If multiple awards are made, the vendor submitting the lowest combined Total Bid Amount for Abatement Services required in the bid scenarios shall receive first priority for orders, the vendor submitting the second lowest combined Total Bid Amount shall receive the second priority, and so on.

**4.2** Vendor should also list a unit price for each activity shown on the pricing pages. Vendor must use the unit prices quoted to calculate the total price for Abatement Services in the bid scenarios. The total price for Abatement Services for each scenario is then combined to make up the lowest combined total price. The Purchasing Division reserves the right to adjust Vendor's bid to reflect the proper unit price quoted on the Pricing Pages.

## Statewide Contract 2017 Asbestos Abatement

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Abatement Services. These items will not be paid for separately and Vendor shall not include them on invoices to the Agency.

4.4 Notwithstanding anything contained herein, insulation and fireproofing will be billed at unit prices separate from unit prices for Abatement Services as evidenced by the Unit Pricing Pages.

### 5. ORDERING PROCEDURES:

- 5.1. Should this contract be awarded as a multi-award Contract, Agencies desiring to utilize this contract shall contact the first (1) priority vendor to request Abatement Services. If the first priority vendor is unable to perform in the time period requested by the Agency, then the Agency may contact the second priority vendor in an effort to obtain Abatement Services, and so on until a vendor has been selected. Agencies must document within their CDO method of vendor selection
- 5.2. Agency shall issue a wvOASIS CDO release order to the WV Purchasing Division. Vendor shall not perform work under this Contract until a release order has been issued.
- 5.3. WV Purchasing Division will obtain any Bonds required per each CDO requested. Performance and Labor & Material Bonds will be required at 100% of CDO amount.
- 5.4. Agency's wvOASIS CDO release order shall include a date and time on which Vendor must commence Abatement Services.
- 5.5. Vendor must respond to emergency requests for Abatement Services within eight (8) hours of being notified of the same by Agency.

### 6. INVOICING AND PAYMENT:

- 6.1. Vendor shall invoice Agency for work performed under this Contract in accordance with the unit prices quoted on the Pricing Pages. All invoices must contain a list of the work performed, broken down into the individually priced units, a list of the unit prices for the work, a total for each category of work performed, and a total cost of all work performed.
- 6.2. The cost of any repairs necessitated by damage caused by Vendor during its providing of Abatement Services shall be deducted from any invoice.

## Statewide Contract 2017 Asbestos Abatement

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- 6.3. Agency will only make final payment upon delivery of all required documentation and verified satisfactory completion of all Abatement Services requested.
- 6.4. Vendor may request monthly payments based on work completed if a schedule of completion and payment is submitted and approved by the Agency in advance.

### 7. **VENDOR QUALIFICATIONS:**

7.1 Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

7.2. Vendor must provide a listing and brief summary of all incidents in which Vendor was cited for noncompliance with federal or state regulations within the past 24-months and any corrective action that was taken.

7.3. All work is to be performed by personnel with a minimum of a current Class I Asbestos Worker Certification, and under the supervision of a Class II Asbestos Supervisor.

7.3 All contractors shall have shirts with a company logo identifying whom they work for.

### 8. **WORK AREA SECURITY:** Vendor is responsible for security of the Work Areas of each project and/or facility.

8.2. **Security:** The Vendor must provide security measures to prevent any unauthorized accidental entry into the Work Area. The Vendor must post hazard warning signs at all points of possible access to the Work Area. The signs must contain the specific wording required by OSHA and EPA.

8.3. **Limited Entry:** Vendor must limit entry into all Work Areas to its personnel, the Architect or Engineer's authorized representative, authorized Agency

## Statewide Contract 2017 Asbestos Abatement

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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.

- 8.4. Visitor Log:** Vendor shall maintain a visitor's log for each project that must be signed by each visitor and contain the date and time of each visit, duration of time in Work Area, activities in the Work Area, safety precautions used, protective equipment used, etc. Visitors include anyone at the site other than Vendor's authorized personnel. Agency personnel, the architect, engineer, and inspectors are all examples of visitors. Vendor shall make the Visitor's Log available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Visitor Log to Agency.

### 9. PROJECT COMPLETION:

- 9.2. Final Project Clearance:** A project will not be deemed complete under this contract unless it has obtained final project air clearance results from a third-party WV licensed air clearance monitor when containments are used to remove asbestos. All air clearance results must be less than or equal to 0.01 fibers per cubic centimeter. When an abatement project does not require containment, the project will not be considered complete until the owner's/Agencies asbestos project manager has inspected the area.
- 9.3. Final Vendor Inspection:** At the conclusion of Abatement Services, Vendor shall conduct a thorough inspection of the entire Work Area. If any dust or other debris is observed, in addition to any requirement of the specifications, Vendor shall perform additional Abatement Services to remove dust and/or debris.

### 10. RECORDS:

- 10.2. Project Log:** Vendor must maintain a daily Project Log for each project. The Log must include the following information:
- 10.2.1.** Name and location of the project,
  - 10.2.2.** Name of the project superintendent and the actual time that the project superintendent is physically on site,
  - 10.2.3.** Brief description of work performed,
  - 10.2.4.** Name of each employee on site,

## Statewide Contract 2017 Asbestos Abatement

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- 10.2.5.** Description of any significant events, incidents, or unusual occurrences (including but not limited to, deviations of plans, specifications, contract requirements noted by the Agency, Engineer, Architect, Inspector, air-sampling technician, or Vendor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the Work Area), and
- 10.2.6.** 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.
- 10.3. Asbestos Disposal Form:** All ACM must be disposed of properly and deposited in an EPA approved landfill. The Vendor must secure an Asbestos Disposal Form or manifest for each separate load of ACM delivered to the landfill. Copies of all documents relating to disposal must be placed and retained in the Project Log.
- 10.4. Records Retention:** Vendor 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 Agency or to any governmental agency must be retained in the Project Log.
- 10.5. Copies Required:** Vendor shall make the Project Log and any other documents available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Project Log and any other documents to Agency.
- 11. LIABILITY:** Vendor will be responsible for any damage from ACM or asbestos fiber release occurring during performance of Abatement Services.
- 12. WARRANTY:** In addition to any other warranty contained in the terms and conditions:

## Statewide Contract 2017 Asbestos Abatement

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- 12.2. All workmanship and materials shall be guaranteed for a minimum of one (1) year from final acceptance unless manufacturer's standard approved warranty is greater;
- 12.3. The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued there under by any applicable governmental authority;
- 12.4. The vendor warrants that all chemical substances sold by it to the State of West Virginia comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued there under by all applicable governmental authorities.

### 13. MATERIALS SUPPLIED:

- 13.2. The Vendor shall furnish the Agency with a Material Safety Data Sheet disclosing all potentially hazardous substances in any product that the Vendor sells or offers for sale to the State of West Virginia.
- 13.3. All products specified in these documents shall be understood to include an "or equal" clause.
- 13.4. It is the intention of the State of West Virginia not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the Vendor. Vendor warrants that all equipment and materials to be supplied under this Contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Vendor and accepted in writing by the State.

14. **COMPLIANCE WITH ABATEMENT LAWS:** Vendor shall comply with and ensure that all its personnel and all subcontractors performing under this Contract understand and comply with all applicable laws 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 over Abatement Services.

Those applicable laws, rules, and regulations include, but are not limited to:

- West Virginia Code §16-32-1, et seq.

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- Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).
- OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
- EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
- EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
- NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".
- U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSIIA-General Industry Safety and Health Standard Title 29 CFR Section 191.0.134.
- OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 -.1051
- OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.

Vendor shall make a copy of the OSHA Regulations 19101 and EPA Regulations of Part 61, Sub-Part M governing asbestos stripping procedures available for viewing at each location that Abatement Services are being performed under this Contract.

### 15. PERSONAL PROTECTION:

**15.2. Respiratory Protection Equipment:** Subject to any more stringent requirements imposed by applicable law or project specification, the Vendor must comply with the following at a minimum.

**15.2.1.** The Vendor 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.



## Statewide Contract 2017 Asbestos Abatement

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**15.2.2.** The Vendor 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

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 Vendor must not allow a person who has not actually received such training and acknowledged receipt of the training to access to the Work Area.

**15.2.3.** The following minimum standards must be adhered to with regard to Respiratory Protection Equipment, unless a higher standard is required by a governmental agency or Vendor policy.

**15.2.3.1.** 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.

**15.2.3.2.** Positive pressure respirators must be used for Removal work. 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.

**15.2.3.3.** At any time 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.

**15.2.3.4.** Single-use, disposal respirators must not be used at any time.

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**15.3. Protection Procedures:** Subject to any more stringent requirements of applicable law, rule, ordinance, or the project specifications, the Vendor must comply with the following procedures:

**15.3.1.** Every person must, prior to every entry into an Enclosed Work Area, remove all street clothes in the Clean Room and put on their respirator and clean protective clothing before passing through the Wash Room to the Enclosed Work Area.

**15.3.2.** Every person must, each time they leave a Work Area, remove all clothing, except their respirator, prior to entering the Wash Room. The person must then enter the Wash Room and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete, may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails.

**15.3.3.** No persons will be permitted to bypass the safety procedures contained herein.

## **16. MISCELLANIOUS SAFETY AND MAINTENANCE PROCEDURES:**

**16.2. Layout of Work Area Entrance and Decontamination Structures:** The Vendor 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;

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- 16.2.1.** 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.
- 16.2.2.** 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.
- 16.2.3.** 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.
- 16.2.4.** Prefabricated or trailer-type decontamination/entrance system may be used.
- 16.3. Maintenance of Isolation System and Barriers:** At all times during any asbestos abatement project, the Vendor must routinely and frequently inspect and maintain the integrity of all Barriers and Curtained Doorways, and of the Work Area isolation Structure, and Enclosed Work Area. Special attention must be applied to taped joints. The Vendor must immediately repair damaged Barriers, Curtained Doorways, and other matters that may affect the integrity of the Enclosed Work Area and the Work Isolation Structure.
- 16.4. Use of Asbestos Filtration Devices (AFD):** When required by applicable law, rule, or ordinance, Vendor must install and use Asbestos Filtration Devices (AFD) as part of an exhaust ventilation system to develop and hold a negative differential air pressure inside the Enclosed Work Areas.
- 16.5. Cleanup and Transportation of ACM:** 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 ACM.

As disposal containers are filled, they must be sealed and moved to a staging area. The Vendor must remove ACM from the Enclosed Work Area on a regular basis. All waste containers must be thoroughly decontaminated before leaving the Enclosed Work Area.

When Loading filed disposal containers into the transport vehicles, the Vendor must: take steps to protect against rupture or other accidental

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opening of the sealed containers; assume any and all liability for any rupture or other opening of sealed containers.

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.

**16.6. Disposal of ACM:** Disposal of ACM must comply with all applicable laws, rules, and ordinances including, but not limited to DOT, OSHA, and EPA regulations. 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. The Vendor 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.

**16.7. Decontamination of Work Area and Site Cleanup:**

**16.7.1.** Upon completion of all Abatement Services, all equipment, machinery, scaffolding, tools, etc. must be cleaned with Amended Water and removed from the Work Area.

**16.7.2.** After removing equipment and tools, the Vendor shall clean all surfaces inside the Enclosed Work Area, and any other part of the Work Area suspected of having asbestos fiber contamination, using Amended Water and/or HEPA filtered vacuum equipment, as appropriate.

**16.7.3.** 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 and must be disposed of as ACM.

**16.7.4.** Vendor 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 Work Area is free from asbestos fibers.

**16.8. Final Restoration:** Vendor is responsible for restoring the Work Area to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the Vendor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.), at no additional expense to the Agency.

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**17. INSULATION:** Vendor shall insulate structures from which ACM has been removed or sealed in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.

**17.2. Thermal and Acoustic Insulation:** Vendor shall furnish and install all insulation necessary to the project and in accordance with the following type schedule. All insulation and accessories used in an air plenum space, and all duct covering and lining regardless of physical location, shall have a composite (insulation, jacket, & adhesive) fire and smoke hazard rating as tested under procedure ASTM E-84, NFPA 255 & UL 723, not exceeding a flame spread 25 and smoke developed 50. All other areas shall have insulating materials and accessories on pipes and vessels rated at a flame spread 25 and smoke developed 150 as tested by the same procedure. All calcium silicate shall be asbestos free.

**Insulation Types:** Subject to compliance with additional legal and regulatory requirements, Vendor shall provide insulation products of the following type:

**Type (1):** Fiberglass pipe insulation as manufactured by CertainTeed, Owens-Corning, Knauf, or Manville. Insulation shall be suitable for applications to 650 deg F and shall have a "k" factor of .23 at 75 deg F mean temperature.

**Type (2):** Armaflex Ap elastomeric pipe insulation as manufactured by Armstrong. Insulation shall be suitable for applications from -40 to +220 deg F and shall have a "k" factor of .24 at 75 deg F mean temperature. Armaflex insulation shall have a fire/smoke rating of 25/50 under ASTM E84-75.

**Type (3):** Rigid fiberglass duct insulation as manufactured by Manville, Owens-Corning, Knauf or CertainTeed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .24 at 75 deg F mean temperature.

**Type(4):** Flexible fiberglass duct insulation as manufactured by Manville, Owens-Corning, Knauf or CertainTeed. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .31 at 75 deg F mean temperature.

**Type(5):** (Not Applicable)

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**Type(6):** Flexible board type fiberglass insulation as manufactured by Manville, Owens-Corning or CertainTeed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .35 at 200-deg F mean temperature and a density of 3 pounds per cubic foot.

**Type(7):** Rigid block type calcium silicate insulation as manufactured by Manville, Owens-Corning, or PABCO. Insulation shall be suitable for applications to 800 degrees Fahrenheit mean temperature and a density of 14 lbs. per cubic foot. Jacketing shall be F.G.C. field applied 8.5-oz. glass-cloth lagging.

**Type of Finish:**

1. **A.S.J.** - All service jacket with self-seal lap.
2. **F.G.C.** - Field applied 8-1/2 oz. Glass cloth lagging.
3. **F.F.V.** - Foil faced Kraft paper vapor seal, factory applied.

**17.3. Installation:** All insulation shall be completed over clean dry surfaces. Insulation must be dry and in good condition. Wet or damaged insulation will not be acceptable. No insulation shall be applied prior to pressure test completion of the respective piping and/or duct system.

**17.3.1. Pipe insulation:** All pipe insulation shall be installed with joints butted firmly together. All valves and fittings shall be insulated using insulation equal in density and thickness to the adjoining insulation; or with insulation cement equal in thickness to the adjoining insulation or pre-molded insulated fittings. The insulation applied to the valves and fitting shall be covered with Zeston 25/50 rated PVC fitting covers as manufactured by Manville Corporation or equal. No staple area allowed penetrating the vapor barrier on cold systems unless specified by the Owner. (i.e. chilled water, cold water, down spouts.) All pipe insulation ends shall be tapered and sealed regardless of services.

All flexible elastomeric insulation shall have all fittings, butt ends, and seams sealed with vapor barrier adhesive.

All insulated, exposed vertical piping within the building, excluding the mechanical equipment rooms, and piping exposed to outdoors shall include a .016" thick aluminum jacket in addition to the normal finish. Vertical piping shall be protected to a height of 8'-0" above the floor. Reheat coils in supply air ductwork shall also have a .016" thick aluminum jacket.

**17.3.2. Duct Insulation:** Rigid duct insulation shall be impaled over welded pins and secured with white insulation caps. All seams shall be

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firmly butted, staggered, and sealed with white pressure-sensitive vapor-barrier tape. Do not use staples unless specified by Owner/Agency.

Wrap around duct insulation shall be applied with all joints butted firmly together. Insulation shall be cemented to the surface with fireproof adhesive applied in 6" wide strips on 12" centers. All joints in the insulation covering shall be sealed with adhesive. Where the duct is over 24" wide, the duct wrap shall be additionally secured to bottom of rectangular or oval ducts with mechanical fasteners on 16" centers to prevent sagging. Vapor barrier shall be legibly printed by the manufacturer to show nominal thickness and type of insulation.

Duct liner insulation shall be applied with joints pre-coated with adhesive and butted firmly together. Lining shall be cemented to ductwork with a minimum of 75 percent coverage of fire resistant adhesive. Mechanical fasteners on maximum of 12" centers and adhesive shall be used when all ductwork in the Mechanical Rooms is to be considered as "exposed ductwork", per schedule in this section, i.e., supply and outdoor air.

**17.3.3. Boilers, Vessels, Breeching, ECT Insulation:** Rigid or flexible insulation shall be installed with joints staggered and all seams firmly butted together. Insulation shall be secured using 3/4" x .020 stainless steel bands on 12-inch centers. Where required, weld studs, clips, or angles needed to provide anchors for wires and bands. Insulate and lag using the appropriate type of either six or seven.

**17.3.4. Additional Requirements:** See the duct material schedule on building drawings when available for additional insulation information. Armaflex insulation exposed to the outdoors shall be painted, two coats of white Armaflex finish by the insulation contractor. A/C condensate floor drain waste lines to be insulated for a distance of 10' - 0" from the floor drain handling the condensate.

**17.4.** All insulation material shall conform to the following schedules:

Service	Type	Size	Thickness	Finish
Heating Water	1	4" & Under	1"	A.S.J.
Chilled/Heating Water	1	6" & Over	1 1/2"	A.S.J.
Chilled Water*	1	All Sizes	1"	A.S.J.
	2	1 1/2" & Under	1/2"	*****
Chilled Water Pump	1	*****	1"	F.G.C.
	2	*****	1/2"	*****

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Domestic Water (Hot & Recirculated)	1	All Sizes	1"	A.S.J.
	2	1 1/2" & Under Only	1/2"	*****
Domestic Cold Water	1	All Sizes	1	A.S.J.
& Downspouts (New & Existing)	2	1 1/2" & Under Only	1/2"	*****
Steam Condensate (15# & Under)	1	4" & Under	1 1/2"	A.S.J.
Steam Condensate (15# & Under)	1	6" & Over	2"	A.S.J.
Steam Condensate (16# to 55#)	1	1' & Under	1 1/2"	A.S.J.
Steam Condensate (16# to 55#)	1	1 1/4" to 4"	2 1/2"	A.S.J.
Steam Condensate (16# to 55#)	1	5" and Over	3"	A.S.J.
Feed Water, Pumped Steam Condensate, Blowdown	1	All Sizes	1 1/2"	A.S.J.
Exposed Ductwork	3	All Sizes	1 1/2"	A.S.J.
Concealed Ductwork	4	All Sizes	1 1/2"	F.F.V.
Heat Exchangers	6	All Sizes	2"	F.G.C.
Feedwater Tank, Condensate Pumps & Receivers, Flash Tank, Blowdown Separator, Air Separators	6	All Sizes	2"	F.F.V.
A.C. Condensate Floor Drain Waste Lines	1	All Sizes	1"	A.S.J.
Refrigerant Piping	2	1 5/8" & Under	1/2"	*****



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Domestic Hot Water Heater	6	All Sizes	2"	F.G.C.
Reheats Coils in Supply Air Duct Work Aluminum Jacket	3	All Sizes	1 1/2"	A.S.J. &0.016"

\*Piping installed outdoors to be insulated installed with type 2 insulation.

**18. FIREPROOFING:** Vendor shall fireproof structures from which ACM has been removed or sealed in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.

**18.2. General:** Vendor shall provide materials and construction which meet or exceed those tested for the following fire performance characteristics, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

**18.2.1. Fire Resistance Ratings:** As indicated by reference to design designation in UL "Fire Resistance Directory" for fire-rated assemblies in which sprayed-on fireproofing serves as direct-applied protection, tested per ASTM E 119.

**18.2.2. Surface Burning Characteristics:** As indicated for each sprayed-on fireproofing product required, tested per ASTM E 84 and listed in UL "Building Materials Directory".

**18.2.3. Field-Constructed Mock-Up:** Prior to installation of exposed sprayed-on fireproofing, apply each product indicated for exposed applications, in location selected by the Owner/Agency, to represent completed work for qualities of appearance, materials, and application. Mock ups should be approximately 100 sq. ft. of surface. To the extent possible, Vendor should retain mock-ups during construction as standard for judging completed work.

**18.3. Submittals:** To obtain approval for use of fireproofing materials Vendor must submit the following to Agency and Agency's representative:

**18.3.1. Product Data:** manufacturer's product data for each sprayed-on fireproofing product indicated.

**18.3.2. Test Reports:** certified test results from an independent testing laboratory indicating compliance of sprayed-on fireproofing products with performance requirements indicated; Acceptance of steel primers by sprayed-on fireproofing manufacturer, based on date submitted by primer manufacturer, and sprayed-on fireproofing

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manufacturers' certification that their products comply with specification requirements and are suitable for the use indicated.

**18.4. Delivery, Storage, Handling:** Vendor shall deliver fireproofing products to project site in original, unopened packages with manufacturers' labels identifying products legible and intact. Vendor must also include names of products and manufacturers, date of manufacturer and shelf life, on the labels where applicable. Vendor must use materials with limited shelf life within period indicated. Vendor must store materials inside, under cover or above ground and in a manner to keep them dry until ready to use.

**18.5. Fireproofing Products:** Fireproofing products provided by Vendor must comply with or exceed the requirements of applicable law, rule, ordinance, and those listed below.

**18.5.1. Cementitious Fireproofing:** Cementitious fireproofing must be a factory-mixed formulation of inorganic binders and lightweight mineral aggregates mixed with water at project site to form slurry for pumping and for dispersal by compressed air introduced at spray nozzle. The physical properties that must be met include:

1. Bond Strength: 80 lbs. per sq. In. per ASTM E 736.
2. Compressive Strength: 3.47 lbs. per sq. In, per ASTM E 761.
3. Corrosion Resistance: No Evidence of corrosion per ASTM E 937.
4. Deflection: No cracking, spalling, delamination or the like per ASTM F759.
5. Effect of Impact on Bonding: No cracking, spalling delamination or the like per ASTM E 760.
6. Air Erosion: Maximum weight loss of 0.025 grams per sq. Ft. per ASTM E859.
7. Dry Density: Values for average and individual densities as required for fire-resistance ratings indicated, per ASTM E 605.
8. Hardness: 0.50 max. Penetration per ASTM C 569.
9. Surface Burning Characteristics: Maximum flame spread and smoke developed values of 10 and 0, respectively.

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**18.6. Installation** – Vendor shall install fireproofing material in accordance with all applicable laws, rules, ordinances, manufacturers’ instructions and specifications, and instructions from the Agency or Agency’s representatives.

**18.6.1. Preparation:** Vendor shall clean substrates of substances that could impair bond of fireproofing, including oil, grease, rolling compounds, incompatible primers, and loose mill scale, prime substrates where recommended by fireproofing manufacturer, except where compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

For exposed sprayed-on fireproofing applications Vendor shall repair substrates to remove any surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing, and remove minor projections and fill voids that would telegraph through. All new sprayed on fire proofing shall be tinted blue.

Vendor shall cover other work that might be damaged by fall-out or overspray of fireproofing materials during application and provide a temporary enclosure as required to confine spraying operations, protect the environment, and to ensure adequate ambient conditions for temperatures and ventilation.

Vendor shall examine substrates to determine if they are in satisfactory condition to receive sprayed-on fireproofing. A satisfactory substrate is one that has been properly remediated and is free of oil, grease, rolling compounds, incompatible primers, loose mill scale, dirt or other foreign substance capable of impairing bond of fireproofing with substrate under conditions of normal use of fire exposure.

**18.6.2. Order of Performance:** Vendor shall coordinate application of sprayed-on fireproofing with other, related work specified in other sections to comply with the following requirements to: prevent deterioration of sprayed-fireproofing for interior applications due to exposure to unfavorable environmental conditions; avoid unnecessary exposure of sprayed-on fireproofing to abrasion and other damage likely to occur during construction operations subsequent to its application; and to ensure that sprayed-fireproofing is installed prior to installation of enclosing or concealing work, with sufficient time allowed for inspection, testing and correction of defective fireproofing.

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**18.6.3. Method:** Vendor shall apply fireproofing materials by sprayed-on method to maximum extent possible. Following spraying operation in each area, complete the coverage by trowel application or other placement method applicable to manufacturer.

**18.7. Quality Control:** Agency reserves the right to employ an independent testing laboratory to perform field quality control testing. Tests will be at the discretion of the Agency and will be performed to the extent that Agency deems necessary.

Vendor shall repair or replace fireproofing within areas where test results or general observation indicates fireproofing does not comply with requirements

Immediately upon completion of spraying operations in each containable area of the project, Vendor shall remove over-spray and fall-out of materials from Work Area surfaces and clean exposed surfaces to remove evidence of soiling.

### 19. CONDITIONS OF THE WORK

**19.1 Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**19.2 Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**19.3 Standard Work Hours:** The standard hours of work for this Contract will be 7:00 AM. EST to 5:00 PM. EST. unless specified differently by the requesting Agency excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**19.4 Project Closeout:** Project Closeout shall include the following:

**19.4.1 Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

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**19.4.2 Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Owner/Agency project manager at final inspection.

**20. MISCELLANEOUS:**

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

**Contract Manager: Michael L. McCallister, President**

**Telephone Number: 681-204-5366**

**Fax Number: 681-204-5366**

**Email Address: mikelmccallister@yahoo.com**

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**Item/ Category Descriptions**

**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 1 – Provide a price per linear foot for Abatement Services for 260 linear feet or less of pipe lagging in the following dimensions:**

1.0	One inch pipe, per linear foot	
1.1	Two-inch pipe, per linear foot	
1.2	Three-inch pipe, per linear foot	
1.3	Four-inch pipe, per linear foot	
1.4	Five-inch pipe, per linear foot	
1.5	Six-inch pipe, per linear foot	
1.6	Seven-inch pipe, per linear foot	
1.7	Eight-inch pipe, per linear foot	
1.8	Nine-inch pipe, per linear foot	
1.9	Ten-inch pipe, per linear foot	
1.10	Eleven-inch pipe, per linear foot	
1.11	Twelve-inch pipe, per linear foot	
1.12	Over twelve-inch pipe, per linear foot to 20 inches	

**Category 2 – Provide a price per linear foot for Abatement Services for more than 260 linear feet of pipe lagging in the following dimensions:**

2.0	One inch pipe, per linear foot	
2.1	Two-inch pipe, per linear foot	
2.2	Three-inch pipe, per linear foot	
2.3	Four-inch pipe, per linear foot	
2.4	Five-inch pipe, per linear foot	
2.5	Six-inch pipe, per linear foot	
2.6	Seven-inch pipe, per linear foot	
2.7	Eight-inch pipe, per linear foot	
2.8	Nine-inch pipe, per linear foot	
2.9	Ten-inch pipe, per linear foot	
2.10	Eleven-inch pipe, per linear foot	
2.11	Twelve-inch pipe, per linear foot	
2.12	Over twelve-inch pipe, per linear foot to 20 inches	

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### ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW

**Category 3** – Provide a price per square foot for Abatement Services related to the following types of asbestos materials in amounts of 260 square feet or less:

3.0	Floor tile, per square foot	
3.1	Floor tile with mastic, per square foot	
3.2	Spray-on fireproofing, per square foot	
3.3	Boiler and breeching insulation, per square foot	
3.4	Storage tank insulation, per square foot	
3.5	Ceiling or wall plaster, per square foot	
3.6	Transite type material, per square foot	
3.7	Roofing shingles, per square foot	
3.8	Roofing felts per square foot	
3.9	Roof flashing material, per square foot	
3.10	Roofing buildup material, per square foot	
3.11	Ceiling tile, per square foot	

**Category 4** – Provide a price per square foot for Abatement Services related to the following types of asbestos material in amounts greater than 260 square feet:

4.0	Floor tile, per square foot	
4.1	Floor tile with mastic, per square foot	
4.2	Spray-on fireproofing, per square foot	
4.3	Spray-on fireproofing, greater than 3000 square feet	
4.4	Boiler and breeching insulation, per square foot	
4.5	Storage tank insulation, per square foot	
4.6	Ceiling or wall plaster, per square foot	
4.7	Transite type material, per square foot	
4.8	Roofing shingles, per square foot	
4.9	Roofing felts per square foot	
4.10	Roof flashing material, per square foot	
4.11	Roofing buildup material, per square foot	
4.12	Ceiling tile, per square foot	

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**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 5 – Provide a unit price for the following:**

5.0	Air samples, each	
5.1	Landfill disposal, per cubic yard	
5.2	Set of Air clearances, each	
5.3	Project Management, per hour	
5.4	Project Designer, per hour	
5.5	Inspector/Mgmt. Planner, per hour	
5.6	PLM (Asbestos Bulk Samples) 48 hour turn-around	
5.7	PLM (Asbestos Bulk Samples) Rush turn around time	

**Category 6 – Provide a price per square foot for the application of a bridging or a penetrating encapsulation in the amount of 260 square feet or less.**

6.0	Bridging or a penetrating encapsulation <260 sq. ft.	
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**Category 7 – Provide a price per square foot for the application of a bridging or a penetrating encapsulation in amounts greater than 260 square feet.**

7.0	Bridging or a penetrating encapsulation >260 sq. ft.	
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**Category 8 – The price for all pipefitting, such as ells, tees, valves, and flanges, shall be based on a factor of 1.5 of the linear foot cost for the appropriate size of pipe involved.**

8.0	All pipefitting	1.5 X LF
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**Category 9 – Insulation Unit Prices for Fitting Factors: All ells, tees, flanges, and valves shall be based on a factor of three times the linear foot cost for the appropriate size of the pipe involved.**

9.0	All pipefitting insulation	3 X LF
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**ABATMNT17 Asbestos Abatement**

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**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 10 - Please provide a price per linear foot for 260 linear feet or less for insulating the following items with TYPE 1 insulation.**

Item	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
10.0	1/2"				
10.1	3/4"				
10.2	1"				
10.3	1 1/2"				
10.4	2"				
10.5	2 1/2"				
10.6	3"				
10.7	4"				
10.8	5"				
10.9	6"				
10.10	8"	n/a			
10.11	10"	n/a			
10.12	12"	n/a			
10.13	14"	n/a			
10.14	16"	n/a			
10.15	18"	n/a			
10.16	20"	n/a			
10.17	24"	n/a			

**ABATMNT17 Asbestos Abatement**

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**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 11** – Please provide a price per linear foot for greater than 260 linear feet for insulating the following items with **TYPE 1** insulation.

Item	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
11.0	1/2"				
11.1	3/4"				
11.2	1"				
11.3	1 1/2"				
11.4	2"				
11.5	2 1/2"				
11.6	3"				
11.7	4"				
11.8	5"				
11.9	6"				
11.10	8"	n/a			
11.11	10"	n/a			
11.12	12"	n/a			
11.13	14"	n/a			
11.14	16"	n/a			
11.15	18"	n/a			
11.16	20"	n/a			
11.17	24"	n/a			

**Category 12 – NOT USED**

**ABATMNT17 Asbestos Abatement**

**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 13** - Please provide a price per linear foot for 260 linear feet or less for insulating the following items with **TYPE 2** insulation.

Item	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
13.0	1/2"				
13.1	3/4"				
13.2	1"				
13.3	1 1/2"				
13.4	2"				
13.5	2 1/2"				
13.6	3"				

**Category 14** - Please provide a price per linear foot for more than 260 linear feet for insulating the following items with **TYPE 2** insulation.

Item	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
14.0	1/2"				
14.1	3/4"				
14.2	1"				
14.3	1 1/2"				
14.4	2"				
14.5	2 1/2"				
14.6	3"				

**Category 15** - Please provide unit prices per square foot for the insulation of square HVAC supply or return air ductwork in amounts of 260 square feet or less with **TYPE 3** insulation.

Item	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
15.0	1 1/2" Thick	

**ABATMNT17 Asbestos Abatement**

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**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 16** – Please provide unit prices per square foot for the insulation of square HVAC supply or return air ductwork in amounts of more than 260 square feet with **TYPE 3** insulation.

Item	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
16.0	1 1/2" Thick	

**Category 17** – Please provide unit prices per square foot for the insulation of square HVAC supply or return air ductwork in amounts of 260 square feet or less with **TYPE 4** insulation.

Item	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
17.0	1 1/2" Thick	

**Category 18** – Please provide unit prices per square foot for the insulation of square HVAC supply or return air ductwork in amounts of more than 260 square feet with **TYPE 4** insulation.

Item	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
18.0	1 1/2" Thick	

**Category 19** – NOT USED

**ABATMNT17 Asbestos Abatement**

**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 20** – Please provide unit prices per square foot for the insulation of boilers, tanks, and breeching in amounts of 260 square feet or less with **TYPE 6** insulation with 3 lb. fiberglass and **ASJ or FSK finish**.

Item	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
20.0	1" Thick			
20.1	1 1/2" Thick			
20.2	2" Thick			

**Category 21** – Please provide unit prices per square foot for the insulation of boilers, tanks, and breeching in amounts of greater than 260 square feet with **TYPE 6** insulation.

Item	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
21.1	1" Thick			
21.2	1 1/2" Thick			
21.3	2" Thick			

**Category 22** – Please provide unit prices per square foot for the insulation of boilers, tanks, breeching in amounts of 260 square feet or less with **TYPE 7** insulation.

Item	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
22.0	1" Thick			
22.1	1 1/2" Thick			
22.2	2" Thick			

**Category 23** – Please provide unit prices per square foot for the insulation of boilers, tanks, breeching in amounts greater than 260 square feet with **TYPE 7** insulation.

Item	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
23.0	1" Thick			
23.1	1 1/2" Thick			
23.2	2" Thick			

**ABATMNT17 Asbestos Abatement**

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**ENTER ALL PRICING on ATTACHED PRICING PAGES NOT BELOW**

**Category 24** – Please provide unit prices per square foot for cementitious fireproofing on support steel beams and floor decking for amounts of 260 square feet or less.

Item	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
24.0	1" Thick	

**Category 25** – Please provide unit prices per square foot for cementitious fireproofing on support steel beams and floor decking for amounts greater than 260 square feet.

Item	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
25.0	1" Thick	

**Category 26** – Please provide unit prices per square foot for contaminated carpet removal.

Item	Contaminated Carpet Removal
26.0	Per Sq. Foot

**Category 27** – Please provide unit prices per square foot for linoleum removal.

Item	Linoleum Removal
27.0	Per Sq. Foot

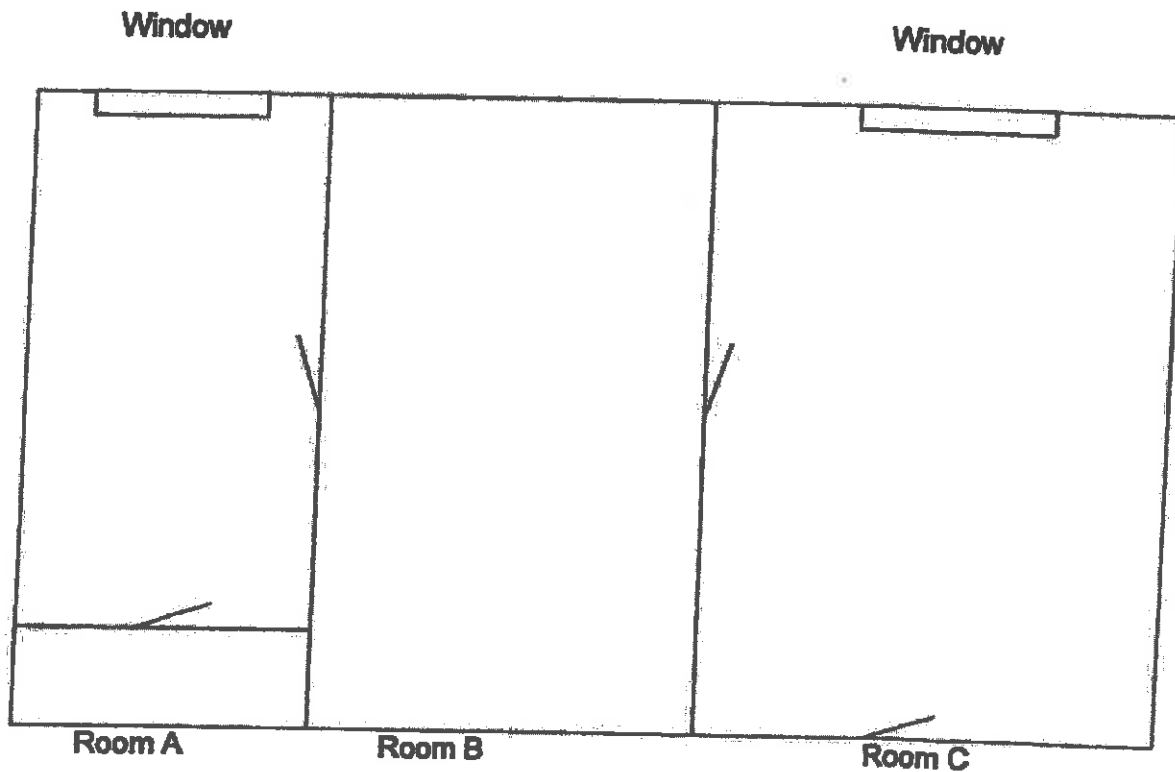
**BID SCENARIO NUMBER 1**

Remove carpet and abate tile and mastic in three office spaces.

Room A is 10 feet by 15 feet.

Room B is 20 feet by 12 feet.

Room C is 21 feet by 14 feet.



The area is on the third floor of a six story building. The area around the offices is occupied during normal working hours.

### ABATMNT17 - Pricing Pages

BID SCENARIO #1	Unit Price Category	Description	Unit of Measure	Scenario Quantity		<u>Unit Price</u>		<u>Extended Total</u>
Rooms A, B & C	26.0	Contaminated Carpet Removal, per square foot	Square Foot	684	x	\$	=	\$
Rooms A, B & C	4.1	Floor Tile with mastic, per square foot (over 260 sq ft)	Square Foot	684	x	\$	=	\$
Total Air Samples	5.0	Air Samples, each	Each	10	x	\$	=	\$
Disposal	5.1	Landfill disposal, per cubic yard	Cubic Yard	10	x	\$	=	\$
Air Clearances	5.2	Set of Air Clearances, each	Each	3	x	\$	=	\$
Project Management	5.3	Project Management, per hour	per Hour	10	x	\$	=	\$
Project Design	5.4	Project Designer, per hour	per Hour	5	x	\$	=	\$
				<b>BID SCENARIO #1 SUBTOTAL</b>			=	\$



**BID SCENARIO NUMBER 2**

We are requesting bids for the abatement, disposal and re-insulation of Mechanical Room #12 in building 62. The abatement project consists of:

- 980 square feet of ¾ inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

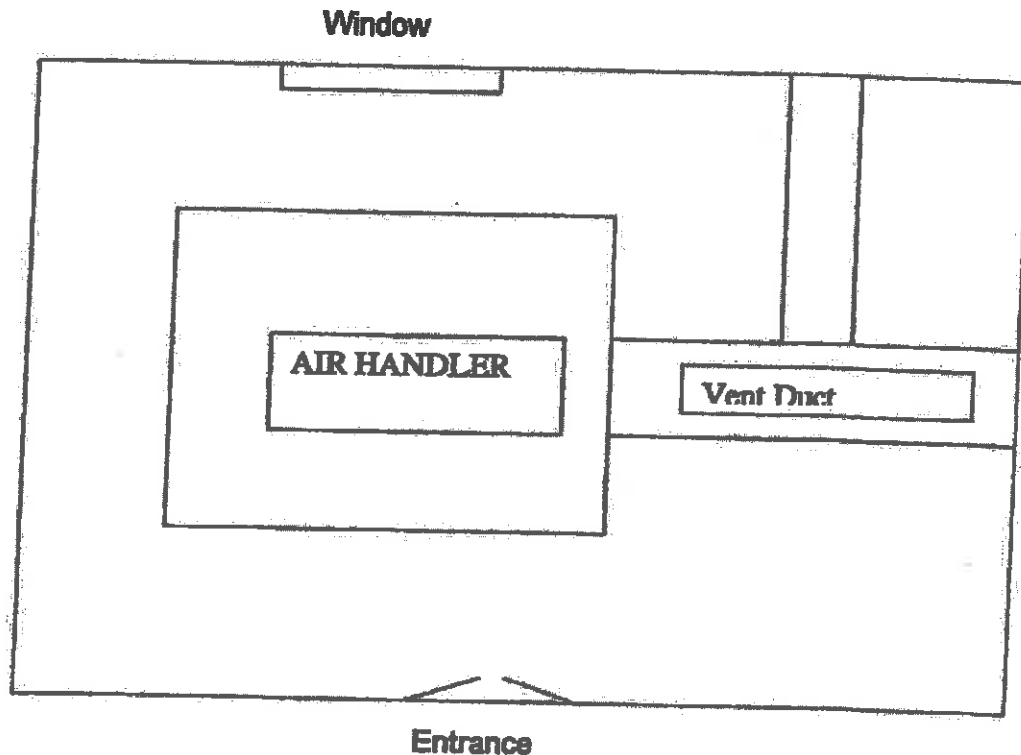
**Chill water piping**

- 89 linear feet of 2" piping
- 120 linear feet of 1" piping
- 115 linear feet of 4" piping

**Steam piping:**

- 32 linear feet of 12" piping 1" thick TSI
- 295 linear feet of 24" piping 2" thick TSI
- 1" tee connections - 15
- 1" valves - 6
- 1" elbows - 10
- 2" elbows - 4
- 2" valves - 2
- 4" elbows - 4
- 4" tees - 2
- 12" elbows - 2
- 24" elbows - 2

All piping and air handler areas are fully accessible. The piping runs from the air handler to the ceiling which is 16 feet high.



### **BID SCENARIO NUMBER 3**

We are requesting bids for the abatement, disposal and re-insulation of Building 62 12<sup>th</sup> floor Mechanical Room. The abatement project consists of:

11,000 square feet of spray-on insulation  
 985 square feet of sheet insulation on air handler # 1  
 765 square feet of sheet insulation on air handler # 2  
 685 square feet of sheet insulation on air handler # 3

#### **Chill water piping:**

175 linear feet of 1" piping  
 1" tee – 8  
 1" valves – 18  
 1" elbows – 24  
 85 linear feet of 6" piping  
 6" valves – 6  
 6" tees – 4  
 6" elbows – 8  
 155 linear feet of 2" piping  
 2" tees – 9  
 2" elbows – 16  
 2" valves – 6

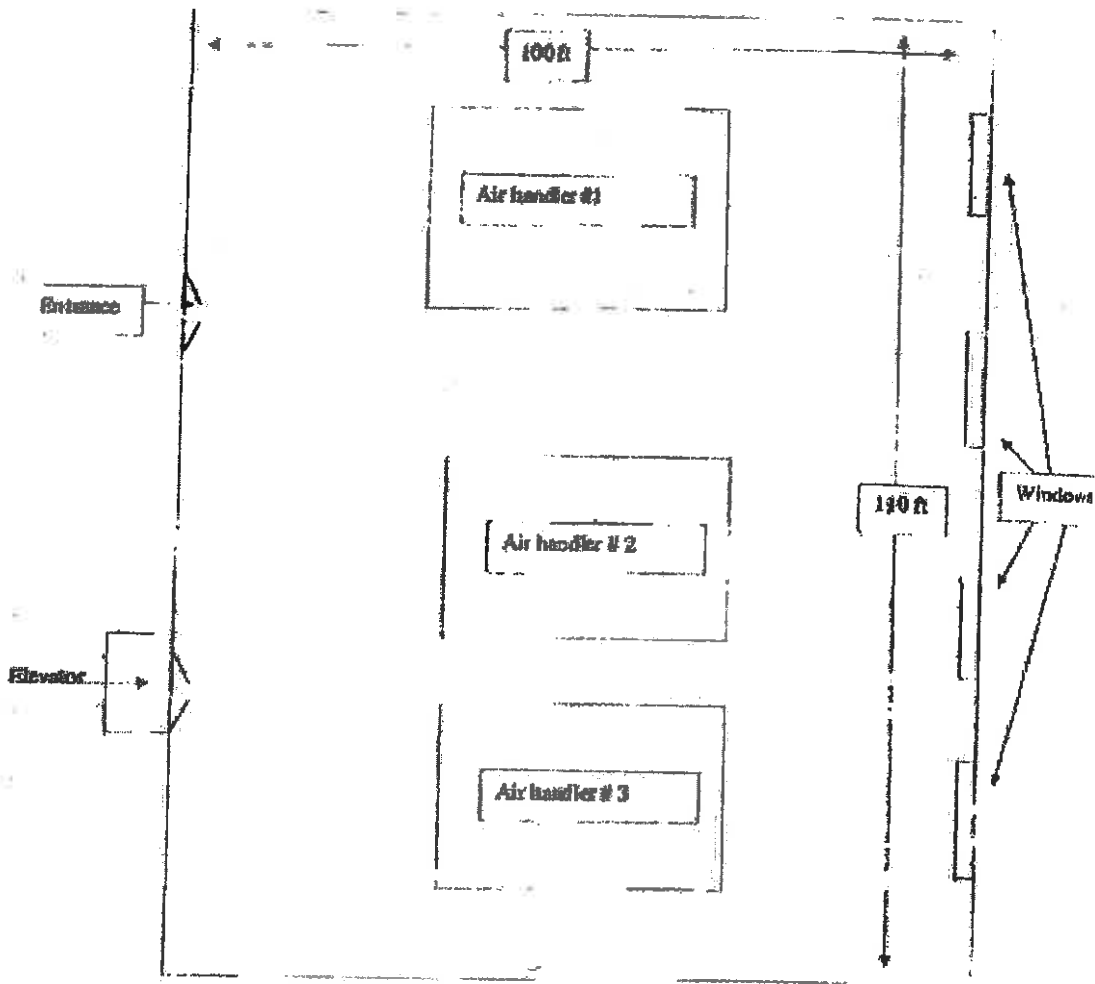
#### **Steam Piping:**

80 linear feet of 12" piping  
 12" elbows – 4  
 12" valves – 2  
 140 linear feet of 8" piping  
 8" elbows – 12  
 8" tees – 6  
 8" valves – 4

The ceiling is 20 feet high. Steam piping is suspended from the ceiling and is easily accessible. Chill water piping is connected to the air handler unit and run up to the ceiling and is accessible. The area can be secured during the abatement project but must be done at night when tenants are not at work. The air handler units will be shut down. See general layout on the following page.

# REQUEST FOR QUOTATION Asbestos Abatement

BLDG 82 12<sup>th</sup> Floor





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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 329828

Doc Description: Addendum No. 1 - Asbestos Abatement Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-18	2017-06-06 13:30:00	CRFQ 0212 SWC1700000016	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

**SOLICITATION NUMBER: CRFQ SWC1700000016**  
**Addendum Number: 01**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To publish the pre-bid sign-in sheet.
2. To publish the Fiscal Year 2016 usage report for CMA ABATMNT12A.

No other changes.

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

**Terms and Conditions:**

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

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

SWC1700000016

Date:

05/18/2017 @ 11:00 AM EST.

Project Description:

Asbestos Abatement Services

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:	CUSTOM SERVICES INDUSTRIES
Firm Address:	1608 VERGIVERA AVE Huntington WV 25704
Representative Attending:	MICHAEL McALLESTER
Phone Number:	804-633-3776
Fax Number:	
Email Address:	MICHAEL.McALLESTER@yahoocor

Firm Name:	Prime, Inc.
Firm Address:	PO Box 9128 5020 Kanawha Turnpike South Charleston, WV 25309
Representative Attending:	Deena Madill
Phone Number:	304-768-4551
Fax Number:	304-768-4642
Email Address:	deena@prime-insulation.com

Firm Name:	Purchasing Division
Firm Address:	
Representative Attending:	Jessica Chambers
Phone Number:	304-558-0246
Fax Number:	
Email Address:	jessica.s.chambers@wv.gov

Firm Name:	Ryan Environmental
Firm Address:	5743 W Veterans Memorial Hwy Bridgeport, WV 26330
Representative Attending:	Jarrod Show
Phone Number:	304-842-8578
Fax Number:	304-842-5131
Email Address:	Jarrod.Show@ryanwv.com

Firm Name:	Purchasing Division
Firm Address:	
Representative Attending:	Katrina Dufour
Phone Number:	
Fax Number:	
Email Address:	Katrina.j.dufour@wv.gov

Firm Name:	Purchasing Division
Firm Address:	
Representative Attending:	Michelle Childers
Phone Number:	
Fax Number:	
Email Address:	michelle.L.Childers@wv.gov

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

CRFQ SWC1700000016

Date:

May 18, 2017 @ 11:00 AM. EST.

Project Description:

Statewide Asbestos Abatement Services

**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:	WV PURCHASING DIVISION
Firm Address:	2019 WASHINGTON ST. CHARLESTON WV
Representative Attending:	BOY NISBET
Phone Number:	304 588-2596
Fax Number:	
Email Address:	COY.L.NISBET@WV.GOV

Firm Name:	SAFE CO
Firm Address:	<del>Point Marion Pa</del> Point Marion Pa
Representative Attending:	Marvin Chapman
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	ASTAR ABATEMENT, INC
Firm Address:	PO Box 13533 Sissonville, WV 25860
Representative Attending:	GREGORY PAULEY
Phone Number:	304-343-5950 ext. 115
Fax Number:	343-5961
Email Address:	gpawley@astarabatement.com

Firm Name:	CJ'S Enterprise
Firm Address:	90 Plum St Buckhannon WV 26201
Representative Attending:	CJ Chapman
Phone Number:	304 472-8020
Fax Number:	
Email Address:	

Firm Name:	ABMECH INC.
Firm Address:	976 Forest Ave. West Homestead, PA 15120
Representative Attending:	Joseph Mlecsko
Phone Number:	(412) 462-7440
Fax Number:	(412) 462-6337
Email Address:	mlecskoj@abmechinc.com

Firm Name:	AMT
Firm Address:	Morgantown WV
Representative Attending:	Donald Reed
Phone Number:	304-292-1659
Fax Number:	
Email Address:	

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number: SWC1700000016 Date: 05/18/2017 @ 11:00 AM EST.

Project Description: Asbestos Abatement Services

**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>Reclaim Co</u>
Firm Address:	<u>200 8th Street</u>
	<u>Fairmont W.V. 26555</u>
Representative Attending:	<u>Samuel L. Malott</u>
Phone Number:	<u>(304) 216-1075</u>
Fax Number:	
Email Address:	<u>SMALOTT@ReclaimCo.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Brock Industrial Services</u>
Firm Address:	<u>525 28th Street Huntington</u>
	<u>W.V. 25702</u>
Representative Attending:	<u>Michael PLANTS</u>
Phone Number:	<u>304-522-6160 cell 304-633-1956</u>
Fax Number:	<u>304-522-6162</u>
Email Address:	<u>MIKE.PLANTS@bmcgroup.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>ERIC BURBS CIRA AND</u>
Firm Address:	<u>ASSOCIATES CONSULTING LLC</u>
	<u>468 WILLIAMS ROAD</u>
	<u>MORGANTOWN, WV 26501</u>
Representative Attending:	<u>ERIC BURBS</u>
Phone Number:	<u>304-983-2656</u>
Fax Number:	<u>304-983-4755</u>
Email Address:	<u>eric@ciraconsulting.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



# Prime™

**Deena Madill**  
P.O. Box 9128  
South Charleston, WV 25309  
**(304) 768-4551**  
FAX (304) 768-0794  
Cell (304) 553-3759



## Custom Services Industries

Insulation  
Demolition  
Demolition Surveys  
Asbestos Abatement  
Fireproofing

**Mike McCallister**  
Owner

Ⓣ 681-204-5366  
Ⓢ 304-633-3776  
Ⓔ mikelmccallister@yahoo.com

1608 Virginia Ave. W  
Huntington, WV 25704


**ASTAR**  
ABATEMENT & INSULATION

Bonham Business Plaza  
539 Kanawha Two Mile Road  
Charleston, West Virginia 25312  
Phone: 304-343-5950 ext. 115  
Fax: 304-343-5961  
Mobile: 304-545-3678

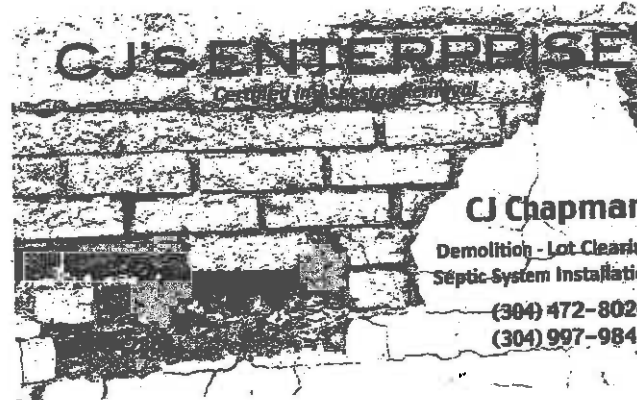
**Gregory A. Pauley**  
Vice President of Operations  
gpauley@astarabatement.com



The missing piece to YOUR environmental puzzle!



**Eric Bubba**  
Office  
Cell  
EricConsulting.com



**CJ Chapmar**  
Demolition - Lot Clearing  
Septic System Installation  
(304) 472-802  
(304) 997-984

# RYAN ENERGY SERVICES

**Jarod Shaw** | Field Sales

jarod.shaw@ryanenv.com  
mobile: 304-629-5043  
office: 304-842-5578  
fax: 304-842-5131

5793 W. Veterans Memorial Highway  
Bridgeport, WV 26330  
www.ryanenv.com



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 329828

Doc Description: Addendum No. 2 - Asbestos Abatement Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-19	2017-06-06 13:30:00	CRFQ 0212 SWC1700000016	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

**SOLICITATION NUMBER: CRFQ SWC1700000016**  
**Addendum Number: 02**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To publish the Agency Usage Report of Releases Processed Through wvOASIS. This report should have been published with Addendum 1 but was inadvertently not included with Addendum.

No other changes.

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

**Terms and Conditions:**

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

**SWC ABATMNT12A**  
**Agency Usage Report of Releases processed through wvOASIS**  
**FY-2016**

<u>Awd Hdr MA</u>	<u>Doc Ref Doc</u>	<u>Awd Hdr MA Doc Ref</u>	<u>Code</u>	<u>Doc ID</u>	<u>Record Date</u>	<u>Doc Name</u>	<u>DO CL Desc</u>	<u>Quantity</u>	<u>Item Total</u>
CMA		ABATMNT12A			07/01/2015	Blackwater Davis 2nd FI Ceiling	Abatement of Black Waterfalls St Park Lodge ceiling	1	\$38,354.35
CMA		ABATMNT12A			08/11/2015	bldg 6, 5th floor, room 504 abatement per quote 8486	INSULATION SERVICES - ABATEMENT	0	\$0.00
CMA		ABATMNT12A			08/11/2015	ADO - ASBESTOS ABATEMENT	INSULATION SERVICES - ABATEMENT	1	\$2,882.50
CMA		ABATMNT12A			08/14/2015	bldg 6, 5th floor, room 504 abatement per quote 8486	INSULATION SERVICES - ABATEMENT	1	\$4,612.80
CMA		ABATMNT12A			09/14/2015	Abatement and re-application of fire proofing B6 Quote#8555	Abatement and re-application of fire proofing B6 Quote#8555	1	\$22,812.60
CMA		ABATMNT12A			11/04/2015	BLDG 6 Abatement of contaminated carpet per Quote 8586	BLDG 6 Abatement of contaminated carpet	1	\$35,315.50
CMA		ABATMNT12A			11/19/2015	abatement and re-insulation of pipe due to leak	bldg 1 west wing basement pipe	1	\$2,216.63
CMA		ABATMNT12A			11/30/2015	Cacapon Park Lodge abatement	INSULATION SERVICES - ABATEMENT	1	\$45,484.00
CMA		ABATMNT12A			12/04/2015	BLDG 6 Abatement of contaminated carpet per Quote 8586	BLDG 6 Abatement of contaminated carpet	1	\$35,315.50
CMA		ABATMNT12A			12/09/2015	asbestos abatement Bld 1 AG's Office	asbestos abatement Bld 1 AG's Office	1	\$6,422.00
CMA		ABATMNT12A			01/18/2016	abatement and re-insulation of pipe due to leak	bldg 1 west wing basement pipe	1	\$2,216.53
CMA		ABATMNT12A			01/26/2016	Abatement B.27 from quote 8256	Category 4, Item 4.1, Roof Flashing >260	1176	\$3,822.00
CMA		ABATMNT12A			01/26/2016	Abatement B.27 from quote 8256	Category 3, Item 3.6 Transite Type <260	50	\$157.50
CMA		ABATMNT12A			01/26/2016	Abatement B.27 from quote 8256	Category 5, Item 5.0 Air Samples	15	\$150.00
CMA		ABATMNT12A			01/26/2016	Abatement B.27 from quote 8256	Category 5, Item 5.1 Landfill/Disposal	25	\$1,125.00

**SWC ABATMNT12A**  
**Agency Usage Report of Releases processed through wvOASIS**  
**FY-2016**

CMA	ABATMNT12A	01/26/2016	Abatement B.27 from quote 8256	Category 5, Item 5.3 Project Management	10	\$480.00
CMA	ABATMNT12A	01/26/2016	Abatement B.27 from quote 8256	Category 5, Item 5.4 Project Designer	4	\$160.00
CMA	ABATMNT12A	01/26/2016	Abatement B.27 from quote 8256	Category 7, Item Encapsulation>260	1176	\$3,763.20
CMA	ABATMNT12A	03/22/2016	Asbestos Removal	INSULATION SERVICES - ABATEMENT	1	\$19,405.00
CMA	ABATMNT12A	04/26/2016	emergency asbestos abatement of pipe insulation bldg 1, WB1	INSULATION SERVICES - ABATEMENT	1	\$617.40
CMA	ABATMNT12A	05/24/2016	Asbestos Removal Canaan Valley	INSULATION SERVICES - ABATEMENT	1	\$4,780.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.7 - 8" Pipe Insulation	32	\$219.20
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.9 - 10" Pipe Insulation	47	\$329.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.12 - 12" Pipe Insulation	6	\$53.40
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 6" Pipe Insulation	26	\$263.38
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 10" Pipe Insulation	10	\$105.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 12" Pipe Insulation	15	\$200.25
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 6 - Encapsulation	136	\$476.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5 - Air Samples	32	\$320.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.1 - Landfill/Disposal	10	\$450.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.2 - Air Clearance	1	\$300.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.3 - Project Management	60	\$2,880.00

**SWC ABATMNT12A**  
**Agency Usage Report of Releases processed through wvOASIS**  
**FY-2016**

CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.4 - Project Designer	4	\$160.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 6" x 2" Insulation	26	\$436.80
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 10" x 2" Insulation	10	\$232.50
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 16" x 2" Insulation	22	\$726.00
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 18" x 2" Insulation	6	\$229.50
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.10d - 8" x 2" Insulation	32	\$209.60
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.11.d. - 10" x 2" Insulation	94	\$728.50
CMA	ABATMNT12A	06/17/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.15.d. - 18" x 2" Insulation	12	\$153.00
CMA	ABATMNT12A	06/22/2016	ASTAR ABATEMENT INC	INSULATION SERVICES - ABATEMENT	1	\$1,219.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.7 - 8" Pipe Insulation	32	\$219.20
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.9 - 10" Pipe Insulation	47	\$329.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 1.12 - 12" Pipe Insulation	6	\$53.40
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 6" Pipe Insulation	26	\$263.38
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 10" Pipe Insulation	10	\$105.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 8 - Fittings Removal - 12" Pipe Insulation	15	\$200.25
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 6 - Encapsulation	136	\$476.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5 - Air Samples	32	\$320.00

**SWC ABATMNT12A**  
**Agency Usage Report of Releases processed through wvOASIS**  
**FY-2016**

CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.1 - Landfill/Disposal	10	\$450.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.2 - Air Clearance	1	\$300.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.3 - Project Management	60	\$2,880.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 5.4 - Project Designer	4	\$160.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 6" x 2" Insulation	26	\$436.80
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 10" x 2" Insulation	10	\$232.50
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 16" x 2" Insulation	22	\$726.00
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 9 - Fittings Insulation - 18" x 2" Insulation	6	\$229.50
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.10d - 8" x 2" Insulation	32	\$209.60
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.11.d. - 10" x 2" Insulation	94	\$728.50
CMA	ABATMNT12A	06/30/2016	Bld 6 9th Floor Chilled Water Lines at Pump 1&2	Cat 10.15.d. - 18" x 2" Insulation	12	\$153.00
CMA	ABATMNT12A	06/30/2016	Converted GSD146823~P000026342	ASBESTOS ABATEMENT: BUILDING 5 & 6 BASEMENT	1	\$44,023.94
CMA	ABATMNT12A	12/08/2015	Asbestos Tile Abatement at W&M Lab in St. Albans	INSULATION SERVICES - ABATEMENT	0	\$7,775.00
CMA	ABATMNT12A	01/05/2016	Bld 6 abatement of Fire Proofing, relocation of Service Line	Bld 6 abatement of Fire Proofing, relocation of Service Line	0	\$925.00
CMA	ABATMNT12A	06/30/2016	Bld 6 abatement of Fire Proofing, relocation of Service Line	Bld 6 abatement of Fire Proofing, relocation of Service Line	0	\$925.00
CMA	ABATMNT12A	06/30/2016	Converted GSD146823~P000026342	ASBESTOS ABATEMENT: BUILDING 5 & 6 BASEMENT	0	\$255,033.34
					Sum:	\$556,938.05



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 329828

Doc Description: Addendum No. 3 - Asbestos Abatement Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-24	2017-06-06 13:30:00	CRFQ 0212 SWC1700000016	4

RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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



**SOLICITATION NUMBER:** CRFQ SWC1700000016

**Addendum Number:** 03

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To publish the vendor questions and agency answers.

No other changes.

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

**Terms and Conditions:**

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

CRFQ SWC1700000016  
Asbestos Abatement Services  
Vendor submitted questions and Agency response  
May 24, 2017

- Q.1 Should the Bid Bond amount include the 3 Scenarios and the Total of the Unit Prices or just the 3 Scenarios?
- A. Bid Bond is to be 5% of Total Bid Amount. This is the total of the 3 Scenarios as well as the total of the Unit Prices.*
- Q.2 How many of our employees Supervisor/Worker Certificates have to be submitted with the bid?
- A. Vendors should provide one (1) Supervisor and one (1) Worker Certificate with their submitted bid response showing that they employee personnel that meet this requirement. This information may be required before award of contract. Vendors are reminded that when doing work any State Agencies or political subdivisions using this contract have the ability to request this information at any time while the vendor is doing work.*
- Q.3 You ask for our WV Contractors License; do you also want our WV Asbestos Contractors License submitted with the bid?
- A. Vendor should submit a copy of their current WV Asbestos Contractors License as issued by the West Virginia Bureau for Public Health. This will be required before award of contract.*
- Q.4 To confirm this contract is for the contractor to perform asbestos removal and re-insulation. Can the re-insulation be sub-contracted out? If so do we need to provide as part of the bid the name and insurance information of the sub-contractor?
- A. Because the nature of this work is considered emergency per WV Code 5-22 the sub list requirement does not apply.*
- Q.5 Paragraph 7.3 states all work is to be performed by personnel with a minimum of Class I Worker and Class II Supervisor certification. What kind of certification/training is required for the re-insulation work?
- A. Paragraph 7.3 states "All work is to be performed by personnel with a minimum of a current Class I Asbestos Worker Certification and under the supervision of a Class II Asbestos Supervisor". Agency has no knowledge of the certification/training requirements required for the re-insulation work.*
- Q.6 Since a Payment/Performance and Labor bond is required on every project, regardless of cost, would the State consider a line item for the cost percentage of the bond? I. E. Item

22.1 Bonding Percent 2.5%. This would essentially be adding 2.5% to the total cost of the project to pay for the bonds.

*A. No, Vendors are instructed to build in the cost of Bonding into the unit pricing of this solicitation.*

Q.7 Clarification of strike-through of Davis-Bacon rates.

*A. Jobs for which Davis-Bacon rates apply will not be apart of this contract. Agencies having work for which Davis Bacon rates apply will be solicited separately by the Agency through the Purchasing Division .*

Q.8 Is it ok to submit pricing pages as a PDF?

*A. Vendor may submit their completed Pricing Pages in PDF with their submitted response.*

Q.9 Is it ok to submit copies of bid bonds via wvOASIS?

*A. If Vendor is submitting their response online through wvOASIS they may submit scanned copies of their bonds at this time. At time of award Purchasing will request original documents. If Vendor is submitting their response in person, through the mail or by courier Vendor must submit original Bid Bond at time of Bid submission.*



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 329828

Doc Description: Addendum No. 4 - Asbestos Abatement Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-01	2017-06-06 13:30:00	CRFQ 0212 SWC1700000016	5

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

**SOLICITATION NUMBER:** CRFQ SWC1700000016

**Addendum Number:** 04

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To modify the Unit Prices Pricing Pages to capture Category 8 and 9 factoring rate. No vendor input required for these two categories. This modification is for payment purposes.

No other changes.

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

**Terms and Conditions:**

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

**UNIT PRICES PRICING PAGES Revised: 06/01/2017**

**Category 1: Abatement of 1-260 linear feet of pipe lagging**

Sub-category	<b>1.0</b>	<b>1.1</b>	<b>1.2</b>	<b>1.3</b>	<b>1.4</b>	<b>1.5</b>	<b>1.6</b>	<b>1.7</b>
Unit Price	\$ 6.49	\$ 6.54	\$ 6.58	\$ 6.63	\$ 6.68	\$ 6.75	\$ 6.81	\$ 6.85
Sub-category	<b>1.8</b>	<b>1.9</b>	<b>1.10</b>	<b>1.11</b>	<b>1.12</b>			
Unit Price	\$ 6.89	\$ 7.01	\$ 7.01	\$ 8.00	\$ 9.80			

**Category 2: Abatement of more than 260 linear feet of pipe lagging**

Sub-category	<b>2.0</b>	<b>2.1</b>	<b>2.2</b>	<b>2.3</b>	<b>2.4</b>	<b>2.5</b>	<b>2.6</b>	<b>2.7</b>
Unit Price	\$ 6.49	\$ 6.45	\$ 6.58	\$ 6.63	\$ 6.68	\$ 6.75	\$ 6.81	\$ 6.89
Sub-category	<b>2.8</b>	<b>2.9</b>	<b>2.10</b>	<b>2.11</b>	<b>2.12</b>			
Unit Price	\$ 7.01	\$ 7.49	\$ 7.54	\$ 7.75	\$ 8.09			

**Category 3: Abatement of materials, 1-260 square feet**

Sub-category	<b>3.0</b>	<b>3.1</b>	<b>3.2</b>	<b>3.3</b>	<b>3.4</b>	<b>3.5</b>	<b>3.6</b>	<b>3.7</b>
Unit Price	\$ 2.50	\$ 3.20	\$ 7.85	\$ 3.95	\$ 2.87	\$ 5.90	\$ 2.90	\$ 3.44
Sub-category	<b>3.8</b>	<b>3.9</b>	<b>3.10</b>	<b>3.11</b>				
Unit Price	\$ 2.00	\$ 3.40	\$ 3.30	\$ 2.19				

**Category 4: Abatement of materials, more than 260 square feet**

Sub-category	<b>4.0</b>	<b>4.1</b>	<b>4.2</b>	<b>4.3</b>	<b>4.4</b>	<b>4.5</b>	<b>4.6</b>	<b>4.7</b>
Unit Price	\$ 1.89	\$ 2.79	\$ 4.70	\$ 2.75	\$ 2.40	\$ 2.60	\$ 2.85	\$ 5.00
Sub-category	<b>4.8</b>	<b>4.9</b>	<b>4.10</b>	<b>4.11</b>	<b>4.12</b>			
Unit Price	\$ 2.70	\$ 2.86	\$ 1.76	\$ 2.80	\$ 2.92			

**Category 5: Miscellaneous (Sampling, Air Clearances, Management, etc)**

Sub-category	<b>5.0</b>	<b>5.1</b>	<b>5.2</b>	<b>5.3</b>	<b>5.4</b>	<b>5.5</b>	<b>5.6</b>	<b>5.7</b>
Unit Price	\$ 10.00	\$ 40.00	\$ 270.00	\$ 38.50	\$ 39.50	\$ 35.00	\$ 13.00	\$ 21.00

**Category 6: Bridging/penetrating encapsulation, 1-260 sq ft**

Sub-category	<b>6.0</b>
Unit Price	\$ 2.50

**Category 7: Bridging/penetrating encapsulation, more than 260 sq ft**

Sub-category	<b>7.0</b>
Unit Price	\$ 2.50

**Category 8: Abatement for pipefittings**

Sub-category	<b>8.0</b>
Factor of 1/\$	x Linear Foot Cost

**Category 9: Pipefitting Insulation**

Sub-category	<b>9.0</b>
Factor of 3.0	x Linear Foot Cost

**Category 10: Pipe Insulation, 1-260 linear feet, Type 1**

Sub-category	<b>10.0.a</b>	<b>10.0.b</b>	<b>10.0.c</b>	<b>10.0.d</b>	<b>10.1.a</b>	<b>10.1.b</b>	<b>10.1.c</b>	<b>10.1.d</b>
Unit Price	\$ 2.00	\$ 2.98	\$ 3.49	\$ 3.74	\$ 2.00	\$ 3.00	\$ 3.59	\$ 3.79
Sub-category	<b>10.2.a</b>	<b>10.2.b</b>	<b>10.2.c</b>	<b>10.2.d</b>	<b>10.3.a</b>	<b>10.3.b</b>	<b>10.3.c</b>	<b>10.3.d</b>
Unit Price	\$ 2.09	\$ 3.00	\$ 3.69	\$ 3.84	\$ 2.09	\$ 3.04	\$ 3.79	\$ 2.92

Sub-category	10.4.a	10.4.b	10.4.c	10.4.d	10.5.a	10.5.b	10.5.c	10.5.d
Unit Price	\$ 2.19	\$ 3.09	\$ 3.89	\$ 3.94	\$ 2.29	\$ 3.19	\$ 4.00	\$ 4.09
Sub-category	10.6.a	10.6.b	10.6.c	10.6.d	10.7.a	10.7.b	10.7.c	10.7.d
Unit Price	\$ 2.49	\$ 3.49	\$ 4.24	\$ 4.34	\$ 2.59	\$ 4.00	\$ 4.49	\$ 4.64
Sub-category	10.8.a	10.8.b	10.8.c	10.8.d	10.9.a	10.9.b	10.9.c	10.9.d
Unit Price	\$ 2.69	\$ 4.49	\$ 4.98	\$ 5.15	\$ 3.00	\$ 4.98	\$ 5.49	\$ 5.59
Sub-category	10.10.b	10.10.c	10.10.d	10.11.b	10.11.c	10.11.d	10.12.b	10.12.c
Unit Price	\$ 5.98	\$ 6.49	\$ 6.54	\$ 6.98	\$ 7.49	\$ 7.74	\$ 7.98	\$ 8.49
Sub-category	10.12.d	10.13.b	10.13.c	10.13.d	10.14.b	10.14.c	10.14.d	10.15.b
Unit Price	\$ 9.00	\$ 8.98	\$ 9.49	\$ 9.98	\$ 9.98	\$ 10.49	\$ 10.98	\$ 11.98
Sub-category	10.15.c	10.15.d	10.16.b	10.16.c	10.16.d	10.17.b	10.17.c	10.17.d
Unit Price	\$ 12.24	\$ 12.74	\$ 12.98	\$ 13.49	\$ 13.98	\$ 13.50	\$ 14.00	\$ 14.75

**Category 11: Pipe Insulation, more than 260 linear feet, Type 1**

Sub-category	11.0.a	11.0.b	11.0.c	11.0.d	11.1.a	11.1.b	11.1.c	11.1.d
Unit Price	\$ 1.74	\$ 2.49	\$ 3.14	\$ 3.29	\$ 1.84	\$ 2.89	\$ 3.14	\$ 3.29
Sub-category	11.2.a	11.2.b	11.2.c	11.2.d	11.3.a	11.3.b	11.3.c	11.3.d
Unit Price	\$ 1.94	\$ 2.49	\$ 3.14	\$ 3.34	\$ 2.00	\$ 2.94	\$ 3.24	\$ 3.39
Sub-category	11.4.a	11.4.b	11.4.c	11.4.d	11.5.a	11.5.b	11.5.c	11.5.d
Unit Price	\$ 2.18	\$ 3.09	\$ 3.38	\$ 3.59	\$ 2.28	\$ 3.24	\$ 3.43	\$ 3.69
Sub-category	11.6.a	11.6.b	11.6.c	11.6.d	11.7.a	11.7.b	11.7.c	11.7.d
Unit Price	\$ 2.30	\$ 3.09	\$ 3.43	\$ 3.69	\$ 2.30	\$ 3.24	\$ 3.44	\$ 3.69
Sub-category	11.8.a	11.8.b	11.8.c	11.8.d	11.9.a	11.9.b	11.9.c	11.9.d
Unit Price	\$ 2.34	\$ 3.49	\$ 3.64	\$ 3.79	\$ 2.40	\$ 3.74	\$ 3.79	\$ 3.94
Sub-category	11.10.b	11.10.c	11.10.d	11.11.b	11.11.c	11.11.d	11.12.b	11.12.c
Unit Price	\$ 4.74	\$ 4.98	\$ 5.09	\$ 5.24	\$ 5.34	\$ 5.39	\$ 5.49	\$ 5.65
Sub-category	11.12.d	11.13.b	11.13.c	11.13.d	11.14.b	11.14.c	11.14.d	11.15.b
Unit Price	\$ 5.74	\$ 6.00	\$ 6.34	\$ 6.49	\$ 7.98	\$ 8.39	\$ 8.64	\$ 8.98
Sub-category	11.15.c	11.15.d	11.16.b	11.16.c	11.16.d	11.17.b	11.17.c	11.17.d
Unit Price	\$ 9.49	\$ 9.74	\$ 9.98	\$ 10.57	\$ 10.98	\$ 12.00	\$ 12.75	\$ 13.25

**Category 13: Pipe Insulation, 1-260 linear feet, Type 2**

Sub-category	13.0.a	13.0.b	13.0.c	13.0.d	13.1.a	13.1.b	13.1.c	13.1.c
Unit Price	\$ 3.00	\$ 3.96	\$ 7.70	\$ 8.24	\$ 3.09	\$ 4.27	\$ 7.99	\$ 8.49
Sub-category	13.2.a	13.2.b	13.2.c	13.2.d	13.3.a	13.3.b	13.3.c	13.3.d
Unit Price	\$ 3.24	\$ 4.49	\$ 8.29	\$ 8.59	\$ 3.39	\$ 5.00	\$ 8.80	\$ 9.99
Sub-category	13.4.a	13.4.b	13.4.c	13.4.d	13.5.a	13.5.b	13.5.c	13.5.d
Unit Price	\$ 3.88	\$ 5.49	\$ 9.58	\$ 15.72	\$ 4.38	\$ 6.74	\$ 10.22	\$ 15.97
Sub-category	13.6.a	13.6.b	13.6.c	13.6.d				
Unit Price	\$ 4.59	\$ 7.25	\$ 11.90	\$ 17.97				

**Category 14: Pipe Insulation, more than 260 linear feet, Type 2**

Sub-category	14.0.a	14.0.b	14.0.c	14.0.d	14.1.a	14.1.b	14.1.c	14.1.d
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Unit Price	\$ 2.89	\$ 3.79	\$ 7.39	\$ 7.89	\$ 2.98	\$ 4.09	\$ 7.39	\$ 7.89
Sub-category	14.2.a	14.2.b	14.2.c	14.2.d	14.3.a	14.3.b	14.3.c	14.3.d
Unit Price	\$ 3.19	\$ 4.19	\$ 7.98	\$ 8.39	\$ 3.19	\$ 4.69	\$ 7.98	\$ 8.90
Sub-category	14.4.a	14.4.b	14.4.c	14.4.d	14.5.a	14.5.b	14.5.c	14.5.d
Unit Price	\$ 3.87	\$ 5.00	\$ 8.89	\$ 9.24	\$ 3.98	\$ 6.90	\$ 9.80	\$ 10.00
Sub-category	14.6.a	14.6.b	14.6.c	14.6.d				
Unit Price	\$ 4.40	\$ 7.47	\$ 11.30	\$ 11.75				

**Category 15: HVAC Supply/Return Ductwork, 1-260 square feet, Type 3**

Sub-category	15.0
Unit Price	\$ 3.85

**Category 16: HVAC Supply/Return Ductwork, more than 260 square feet, Type 3**

Sub-category	16.0
Unit Price	\$ 3.25

**Category 17: HVAC Supply/Return Ductwork, 1-260 square feet, Type 4**

Sub-category	17.0
Unit Price	\$ 3.75

**Category 18: HVAC Supply/Return Ductwork, more than 260 square feet, Type 4**

Sub-category	18.0
Unit Price	\$ 3.25

**Category 20: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 6**

Sub-category	20.0.a	20.0.b	20.0.c	20.1.a	20.1.b	20.1.c	20.2.a	20.2.b
Unit Price	\$ 2.36	\$ 5.05	\$ 4.90	\$ 3.10	\$ 5.79	\$ 5.65	\$ 4.38	\$ 6.33
Sub-category	20.2.c							
Unit Price	\$ 6.12							

**Category 21: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 6**

Sub-category	21.1.a	21.1.b	21.1.c	21.2.a	21.2.b	21.2.c	21.3.a	21.3.b
Unit Price	\$ 2.43	\$ 4.83	\$ 4.72	\$ 2.90	\$ 5.64	\$ 5.51	\$ 4.12	\$ 6.00
Sub-category	21.3.d							
Unit Price	\$ 5.69							

**Category 22: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 7**

Sub-category	22.0.a	22.0.b	22.0.c	22.1.a	22.1.b	22.1.c	22.2.a	22.2.b
Unit Price	\$ 5.21	\$ 15.25	\$ 12.38	\$ 5.60	\$ 10.05	\$ 12.60	\$ 5.91	\$ 18.00
Sub-category	22.2.c							
Unit Price	\$ 14.70							

**Category 23: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 7**

Sub-category	23.0.a	23.0.b	23.0.c	23.1.a	23.1.b	23.1.c	23.2.a	23.2.b
Unit Price	\$ 5.15	\$ 14.70	\$ 12.00	\$ 5.36	\$ 15.60	\$ 12.20	\$ 5.70	\$ 16.75
Sub-category	23.2.c							
Unit Price	\$ 13.65							

**Category 24: Cementitious Fireproofing on steel beams/decking, 1-260 square feet**

Sub-category	24.0
Unit Price	\$ 4.86

**Category 25: Cementitious Fireproofing on steel beams/decking, more than 260 square feet**

Sub-category	25.0
Unit Price	\$ 2.99



**Category 26: Contaminated Carpet Removal per square foot**

Sub-category	26.0
Unit Price	\$ 1.00

**Category 27: Linoleum Removal per square foot**

Sub-category	25.0
Unit Price	\$ 2.65


## ABATMNT17 - Pricing Pages

06/06/17 13:20:01  
WV Purchasing Division

Contact Person Name: Michael L McCallister 681-204-5366

Company Name: Custom Services Industries, LLC 681-204-5366

Address: 1608 Virginia Ave. W mikelmccallister@yahoo.com  
Huntington, WV 25704

Contact Person Signature:  6/5/2017

**Basis for Award: This contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest TOTAL BID AMOUNT.**