



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

VENDOR

*412140556 740-886-2861
 THERMAL SOLUTIONS INC
 9329 STATE ROUTE 7

 PROCTORVILLE OH 45669

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/12/2007				

BID OPENING DATE: **11/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR ASBESTOS ABATEMENT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****NOTICE*****NOTICE*****NOTICE*****</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, OCTOBER 3, 2007, AT 10:00 A.M. AT 601 57TH STEET, CHARLESTON, WEST VIRGINIA IN THE COOPER CONFERENCE ROOM. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THIS MANDATORY PRE-BID CONFERENCE SHALL RESULT IN AUTOMATIC DISQUALIFICATION. NO ONE PRESENT CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>*****INQUIRIES*****</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 28, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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0001	1	EA		962-40		
ATTACHMENTS: 1. ABATMNT08 SPECIFICATIONS/CONDITIONS/PRICING PAGES FORTY PAGES. NOTE: BIDDERS ARE REQUESTED TO SUBMIT PRICING ON PRICING CATEGORIES. 2. ABATMNT08 EVALUATION PRICING PAGES, EIGHT PAGES. 3. VENDOR CERTIFICATION. 4. CONTRACTOR INFORMATION AND LICENSE INFORMATION. 5. AFFIDAIT ***** VENDORS MUST SUBMIT PRICING FOR ALL CATAGORIES AND EVALUATION WILL BE BASED ON BID SCENARIOS. ASBESTOS ABATEMENT EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

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

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>M.T. ARTRIP</u></p> <p>DATE: <u>11-6-07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>COO</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: ABATMNT08</p> <p>BID OPENING DATE: 11/07/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>(740) 886-2911</i> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>M. T. ARTRIP</i> -----</p> <p>***** THIS IS THE END OF RFQ ABATMNT08 ***** TOTAL: _____</p>						

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ABATMENT08

Specifications/Conditions/Pricing Page

*****Complete ALL Pricing Pages*****

A. OBJECTIVE:

The purpose of this project is to establish an on-call service, to be used on an as-needed basis, for all West Virginia Agencies and political subdivisions to remove and/or encapsulate Asbestos Containing Materials (ACM).

The Contractor will be responsible to provide all equipment, material, and labor to remove the materials according to the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division. Upon completion, the vendor will provide clearance report and final report as stated in this document. Most work must be performed after hours or on weekends, or as scheduled with the State of West Virginia project manager.

B. SCOPE OF WORK:

The scope of work will include, but not be limited to, removal of all asbestos or material suspected of containing asbestos materials. Following removal of asbestos, seal ("lockdown") all surfaces from which asbestos was removed. This includes all known or assumed ACM. Upon completion of the removal of known or suspected asbestos material, thoroughly HEPA vacuum and wet-wipe surfaces within the work space, including but not limited to all ledges, ductwork, equipment, floors, and other surfaces if required. The release orders based on the unit prices as submitted, for the life of the contact will authorize work under the Unit Price section. The size and nature of abatement work under the unit price section may vary as needed from small term, short duration jobs to larger more involved full-scale asbestos removal projects as needed and authorized by the State.

Unit prices include all labor, materials, equipment, supplies, transportation, etc. necessary to perform complete projects.

C. MANDATORY REQUIREMENTS:

- ~~1. Business must be licensed in the State of West Virginia permitting the entity to engage in an asbestos project.~~
2. Provide summary of all incidents in which Bidder's firm was cited for noncompliance with West Virginia DHHR regulations within the past 24-months. Provide what corrective action was taken.
3. All work must be done using the best available techniques and materials available.
4. All work is to be performed by personnel with minimum current Class I Asbestos Worker Certification, and under the supervision of an experienced Class II Asbestos Supervisor.

5. Vendor is responsible at the vendor's expense for ensuring that all employees working on State property have passed a criminal background check for security purposes.

6. All work must be performed in accordance with all applicable federal, state and local building codes and regulations and all applicable asbestos regulations.

7. Vendor will maintain storage of all on-site material and equipment in approved locked job box or other storage method approved by the State of West Virginia. The State project manager will approve location of site.

8. Vendor must exercise caution when working around pipes, avoiding standing on, pushing, or otherwise exerting undue strain on the pipes. Damage to pipe during this project shall be immediately reported and actual costs of repair will be deducted from final payment.

9. Vendor will provide all labor, safety equipment, portable lighting, hoses, tools and other devices or equipment necessary to complete work in a safe and efficient manner.

10. Vendor will be responsible to barricade areas of work to maintain the safety of the public; and to perform all work and procedures as required by DHHR.

11. Vendor will perform other related work as appropriate to insure compliance with all regulations, as well as any additional measures needed to insure there is no asbestos exposure to those working in or near stated areas in the future.

12. Vendor will be responsible for any damages from fiber release occurring during this work, negligence, or accidents caused as a result of employee involvement in this project.

13. All property, private or public, which is disturbed or affected by services provided, will be restored to a condition equal to or better than existed prior to the commencement of work.

14. Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was planted and growing. Vendor does not have to ensure growth of such seeded areas.

15. Vendor, upon completion, will provide a final report including description of work in all locations, clearance report, waste manifest signed by landfill representative, and all other documents related to this project.

16. Vendor must have a minimum of five years experience in asbestos abatement and provide information of any violations within the past 24 months and corrective action taken.

D. HOLD HARMLESS

To the fullest extent permitted by law, the vendor agrees to defend, pay in behalf of, and

10/15/2007



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

E. INDEMNIFICATION

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

F. PAYMENT TERMS

1. Upon completion of work, and before final payment, contractor shall deliver a Project Manual that includes all applicable compliance documentation, clearly describing work completed and other items as outlined in these specifications. Project manual shall be delivered to the designated project manager prior to final payment.

2. Final payment shall be paid upon final completion of all requirements specified within this document.

3. Monthly payments will be allowed based on work completed according to a pre-submitted and approved schedule of values. Ten percent (10%) retainage will be held until final payment is approved.

G. WARRANTIES

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

H. INQUIRIES

Questions regarding the purchasing process should be submitted in writing to: JoAnne Adkins, Senior Buyer, Department of Administration, PO Box 50130, 2019 Washington St. East, Charleston, West Virginia 25305-0130. Phone: 304-558-8802

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

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

K. WORKER'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Compensation Commission.

L. INSURANCE REQUIREMENTS: Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a Contract. Unless otherwise

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

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

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

2. The State of West Virginia will suffer financial loss if jobs are not Substantially Complete within the specified Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$250.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the contractor.

BONDS: A Bid Bond, in the amount of five percent (5%) of the total cost of the three bid scenarios, is required with submission of the bid. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia.

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of any release from the contract greater than or equal to \$25,000.00, prior to issuance of a release order. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia. A letter of credit submitted in lieu of a performance and labor/material bond will only be allowed for release orders under \$100,000. Personal or business checks are not acceptable in lieu of the performance bond or labor/material bond.

LIFE OF CONTRACT: This contract becomes effective on _____ and extends for a period of one year or until such reasonable time thereafter as is necessary to obtain a new contractor renew the original contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Chief Procurement Officer thirty (30) days written notice.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

MULTIPLE AWARD CONTRACT: Contracts to be awarded to the lowest three bids meeting requirements of the specifications. Release will be afforded to the lowest bidder first. In the event the lowest bidder is unable to perform the work in the needed time frame, the release order will be offered to the 2nd lowest bidder etc.

ORDERING PROCEDURE: State Agencies shall issue a written contract order for commodities covered by this contract. An approve purchase order number must be forwarded to the vendor as authorization for purchase. All state agencies may use this contract.

LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not percent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the State. The Director of Purchasing will determine which terms will be added. Price decreases will be "passed through" to the State of West Virginia whenever they become effective.

This contract is for mandatory use by the State of West Virginia Agencies.

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar

services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Vendor recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Any request for changes or corrections to the final contract must be submitted in writing to the Director of Purchasing and Materials Management in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

The State of West Virginia may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract.

The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

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 which as of the date of this agreement will apply to the goods and services furnished hereunder,

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.

The vendor shall furnish the State of West Virginia Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product that the vendor sells or offers for sale to the State of West Virginia. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1 910.1200.

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. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos

is specifically identified in writing by the vendor and specifically accepted in writing by the State.

LICENSING REQUIREMENT

1. The prime contractor who is awarded this contract is responsible for ensuring all subcontractors on this project are appropriately licensed for conducting business with the State of West Virginia.
2. The prime contractor must further notify all subs of their responsibility to register with:

WEST VIRGINIA Tax Department (304) 558-2507
 WEST VIRGINIA Employment Security (304) 558-2624
 WEST VIRGINIA Workers Compensation (304) 926-5000
 Secretary of State (304) 558-6000
 WEST VIRGINIA Department of Labor (304) 558-7890

A Contractor License will be issued to subs only after they have registered each of the above agencies.

** ASBESTOS ABATEMENT UNIT PRICES

Bids shall be based on normal working conditions and estimated quantities for unit prices in categories as follows. This Work will be authorized by approved Purchase Orders for the life of the Contract. The Contractor shall respond and be on site within eight (8) hours after notification of an emergency asbestos situation.

Category 1

260 linear feet or less of pipe lagging in the following dimensions:

1 0	One inch pipe, per linear foot	\$ 16.25
1.1	Two inch pipe, per linear foot	\$ 16.25
1.2	Three inch pipe, per linear foot	\$ 16.25
1.3	Four inch pipe, per linear foot	\$ 16.25
1.4	Five inch pipe, per linear foot	\$ 16.25
1.5	Six inch pipe, per linear foot	\$ 16.25
1.6	Seven inch pipe, per linear foot	\$ 16.25
1.7	Eight inch pipe, per linear foot	\$ 16.25
1.8	Nine inch pipe, per linear foot	\$ 16.25
1.9	Ten inch pipe, per linear foot	\$ 18.42
1.10	Eleven inch pipe, per linear foot	\$ 18.42

1.11	Twelve inch pipe, per linear foot	\$ 18.42
1.12	Over twelve inch pipe, per linear foot to 20 inches	\$ 22.76

Category 2

In amounts greater than 260 linear feet pipe lagging in the following dimensions:

2.0	One inch pipe, per linear foot	\$ 12.50
2.1	Two inch pipe, per linear foot	\$ 12.50
2.2	Three inch pipe, per linear foot	\$ 12.50
2.3	Four inch pipe, per linear foot	\$ 12.50
2.4	Five inch pipe, per linear foot	\$ 12.50
2.5	Six inch pipe, per linear foot	\$ 12.50
2.6	Seven inch pipe, per linear foot	\$ 12.50
2.7	Eight inch pipe, per linear foot	\$ 12.50
2.8	Nine inch pipe, per linear foot	\$ 12.50
2.9	Ten inch pipe, per linear foot	\$ 12.50
2.10	Eleven inch pipe, per linear foot	\$ 14.17
2.11	Twelve inch pipe, per linear foot	\$ 14.17
2.12	Over twelve inch pipe, per linear foot to 20 inches	\$ 14.17

Category 3

Provide a price per square foot for the removal of the following types of asbestos materials in amounts of 260 square feet or less:

3.0	Floor tile, per square foot	\$ 3.00
3.1	Floor tile with mastic, per square foot	\$ 4.26
3.2	Spray-on fireproofing, per square foot	\$ 6.41
3.3	Boiler and breeching insulation, per square foot	\$ 9.48
3.4	Storage tank insulation, per square foot	\$ 9.48
3.5	Ceiling or wall plaster, per square foot	\$ 5.79
3.6	Transite type material, per square foot	\$ 4.86
3.7	Roofing shingles, per square foot	\$ 4.86
3.8	Roofing felts per square foot	\$ 4.26
3.9	Roof flashing material, per square foot	\$ 4.26
3.10	Roofing buildup material, per square foot	\$ 4.86
3.11	Ceiling tile, per square foot	\$ 3.41

Category 4

Provide a price per square foot for the removal of the following types of asbestos material in amounts greater than 260 square feet:

4.0	Floor tile, per square foot	\$ 2.00
4.1	Floor tile with mastic, per square foot	\$ 2.85
4.2	Spray-on fireproofing, per square foot	\$ 4.27
4.3	Spray-on fireproofing, greater than 3000 square feet	\$ 4.27
4.4	Boiler and breeching insulation, per square foot	\$ 6.32
4.5	Storage tank insulation, per square foot	\$ 6.32
4.6	Ceiling or wall plaster, per square foot	\$ 3.86
4.7	Transite type material, per square foot	\$ 3.25
4.8	Roofing shingles, per square foot	\$ 3.25
4.9	Roofing felts per square foot	\$ 2.85
4.10	Roof flashing material, per square foot	\$ 2.85
4.11	Roofing buildup material, per square foot	\$ 3.50
4.12	Ceiling tile, per square foot	\$ 2.25

Category 5

Provide a unit price for the following:

5.0	Air samples, each	\$ 8.00	
5.1	Landfill disposal, per cubic yard	\$ 45.00	
5.2	Set of Air clearances, each	24 HR TEM \$575.00	\$ 340.00
5.3	Project Management, per hour		\$ 64.50
5.4	Project Designer, per hour		\$ 54.50
5.5	Inspector/Mgmt. Planner, per hour		\$ 54.50
5.6	PLM (Asbestos Bulk Samples) 48 hour turn-around		\$ 15.00
5.7	PLM (Asbestos Bulk Samples) Rush turn around time		\$ 25.00

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.	\$4.86
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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.	\$3.00
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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. Do not price this item independently.

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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Category 10

INSULATION UNIT PRICES FOR PIPING
(PRICE PER LINEAR FOOT) 260 LF. OR LESS
INSULATION SPECIFICATION: TYPE 1

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
10.0	1/2"	\$4.72	\$ 4.97	\$ 5.77	\$ 7.24
10.1	3/4"	\$4.82	\$ 5.06	\$ 5.78	\$ 7.33
10.2	1"	\$4.86	\$ 5.15	\$ 5.92	\$ 7.54
10.3	1 1/2"	\$5.51	\$ 5.79	\$ 6.63	\$ 8.72
10.4	2"	\$5.58	\$ 5.91	\$ 6.87	\$ 8.91
10.5	2 1/2"	\$5.64	\$ 6.12	\$ 7.05	\$ 9.20
10.6	3"	\$ N/A	\$ 7.11	\$ 8.04	\$ 10.75
10.7	4"	\$ N/A	\$ 9.03	\$ 9.73	\$ 12.74
10.8	5"	\$ N/A	\$ 9.12	\$ 10.11	\$ 13.25
10.9	6"	\$ N/A	\$ 9.52	\$ 10.33	\$ 13.63

10.10	8"	n/a	\$ 12.74	\$ 13.15	\$ 15.76
10.11	10"	n/a	\$ 13.04	\$ 13.57	\$ 17.16
10.12	12"	n/a	\$ 14.38	\$ 15.22	\$ 19.27
10.13	14"	n/a	\$ 16.36	\$ 17.27	\$ 22.95
10.14	16"	n/a	\$ 17.59	\$ 19.57	\$ 25.97
10.15	18"	n/a	\$ 21.70	\$ 24.04	\$ 30.10
10.16	20"	n/a	\$ 22.71	\$ 24.26	\$ 35.93
10.17	24"	n/a	\$ 31.31	\$ 33.29	\$ 39.91

Category 11

INSULATION UNIT PRICES FOR PIPING
(PRICE PER LINEAR FOOT) MORE THAN 260 LF.
INSULATION SPECIFICATION: TYPE 1

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
11.0	1/2"	\$ 3.94	\$ 4.07	\$ 4.99	\$ 6.37
11.1	3/4"	\$ 4.04	\$ 4.16	\$ 5.00	\$ 6.47
11.2	1"	\$ 4.08	\$ 4.25	\$ 5.14	\$ 6.67
11.3	1 1/2"	\$ 4.64	\$ 4.79	\$ 5.76	\$ 7.68
11.4	2"	\$ 4.71	\$ 4.91	\$ 6.00	\$ 7.87
11.5	2 1/2"	\$ 4.77	\$ 5.12	\$ 6.18	\$ 8.16
11.6	3"	\$ N/A	\$ 5.91	\$ 7.00	\$ 9.45
11.7	4"	\$ N/A	\$ 7.53	\$ 8.43	\$ 11.18
11.8	5"	\$ N/A	\$ 7.85	\$ 8.77	\$ 11.75
11.9	6"	\$ N/A	\$ 8.02	\$ 9.03	\$ 12.07
11.10	8"	n/a	\$ 10.94	\$ 11.59	\$ 14.03
11.11	10"	n/a	\$ 11.24	\$ 12.01	\$ 15.43
11.12	12"	n/a	\$ 12.38	\$ 13.49	\$ 17.32
11.13	14"	n/a	\$ 14.11	\$ 15.32	\$ 20.72
11.14	16"	n/a	\$ 15.34	\$ 17.62	\$ 23.37
11.15	18"	n/a	\$ 18.70	\$ 21.44	\$ 26.98
11.16	20"	n/a	\$ 19.71	\$ 21.66	\$ 32.03
11.17	24"	n/a	\$ 26.81	\$ 29.39	\$ 35.46

Category 12

Additional Factors

Install .016 smooth aluminum jacketing secured with Y2-inch aluminum bands and clips at 12-inch centers. This is to be applied to the straight pipe in addition to the normal finish where required.

12.0	Factor per square foot at less than 260 sq. ft.	Add	\$ 5.85
12.1	Factor per square foot at more than 260 sq. ft.	Add	\$ 4.97

Category 13

STATE OF WEST VIRGINIA INSULATION UNIT PRICES FOR PIPING (PRICE PER LINEAR FOOT) 260 LF. OR LESS INSULATION SPECIFICATION: TYPE 2

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
13.0	1/2"	\$ 3.68	\$ 5.35	\$ N/A	\$ N/A
13.1	3/4"	\$ 3.75	\$ 6.09	\$	\$
13.2	1"	\$ 3.81	\$ 6.45	\$	\$
13.3	1 1/2"	\$ 4.88	\$ 7.67	\$	\$
13.4	2"	\$ 5.14	\$ 8.80	\$	\$
13.5	2 1/2"	\$ 5.90	\$ 11.03	\$	\$
13.6	3"	\$ 6.95	\$ 12.05	\$	\$

Category 14

STATE OF WEST VIRGINIA INSULATION UNIT PRICES FOR PIPING (PRICE PER LINEAR FOOT) MORE THAN 260 LF. INSULATION SPECIFICATION: TYPE 2

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
14.0	1/2"	\$ 3.06	\$ 4.57	\$ N/A	\$ N/A
14.1	3/4"	\$ 3.12	\$ 5.31	\$	\$
14.2	1"	\$ 3.18	\$ 5.67	\$	\$
14.3	1 1/2"	\$ 4.10	\$ 6.80	\$	\$
14.4	2"	\$ 4.36	\$ 7.93	\$	\$
14.5	2 1/2"	\$ 5.03	\$ 9.99	\$	\$
14.6	3"	\$ 5.91	\$ 10.93	\$	\$

Category 15

10/15/2007

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF SQUARE HVAC SUPPLY OR RETURN AIR DUCTWORK, SHALL BE AS FOLLOWS, IN AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 3 INSULATION.

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
15.0	1 1/2" Thick	\$ 11.25

Category 16

(PRICE PER LINEAR FOOT) MORE THAN 260 LF.
INSULATION SPECIFICATION: TYPE 3

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
16.0	1 1/2" Thick	\$ 9.28

Category 17

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF ROUND OR SQUARE HVAC SUPPLY OR RETURN AIR DUCTWORK SHALL BE AS FOLLOWS, IN THE AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 4 INSULATION.

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
17.0	1 1/2" Thick	\$ 1.75

Category 18

(PRICE PER SQUARE FOOT) MORE THAN 260 SQ. FT.
INSULATION SPECIFICATION: TYPE 4

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
18.0	1 1/2" Thick	\$ 1.50

Category 19. Additional Factors

Install .016 smooth aluminum jacketing secured with 1/2 inch aluminum bands and clips at 12-inch centers. This applies to exposed round or square ducts that require Type 3 or

Type 4 insulation,

- 19.0 Add 2.4 factor per square foot at less than 260 sq. ft.
 19.1 Add 2.1 factor per square foot at more than 260 sq. ft.

Category 20.

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF BOILERS, TANKS, BREECHING AND THE LIKE SHALL BE AS FOLLOWS, IN THE AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 6 INSULATION. 3 LB. FIBERGLASS W/ASJ OR FSK FINISH

(PRICE PER SQUARE FOOT) 260 SQ. FT. OR LESS
 INSULATION SPECIFICATION: TYPE 6

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
20.0	1" Thick	\$ 3.85	\$ 5.97	\$ 5.97
20.1	1 1/2" Thick	\$ 4.10	\$ 6.50	\$ 6.50
20.2	2" Thick	\$ 4.25	\$ 6.85	\$ 6.85

Category 21.

(PRICE PER SQUARE FOOT) MORE THAN 260 SQ. FT.
 INSULATION SPECIFICATION: TYPE 6

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
21.1	1" Thick	\$ 3.50	\$ 5.43	\$ 5.43
21.2	1 1/2" Thick	\$ 3.73	\$ 5.91	\$ 5.91
21.3	2" Thick	\$ 3.87	\$ 6.23	\$ 6.23

Category 22.

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF BOILERS, TANKS, BREECHING AND THE LIKE SHALL BE AS FOLLOWS, IN THE AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 7 INSULATION.

(PRICE PER SQUARE FOOT) 260 SQ. FT. OR LESS
 INSULATION SPECIFICATION: TYPE 7 Cal-Sil - Canvas or Metal Finish

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
22.0	1" Thick	\$ N/A	\$ N/A	\$ N/A
22.1	1 1/2" Thick	\$ 15.82	\$ 26.95	\$ 26.95
22.2	2" Thick	\$ 17.47	\$ 27.60	\$ 27.60

Category 23.

PRICE PER SQUARE FOOT) MORE THAN 260 SQ. FT.
INSULATION SPECIFICATION: TYPE 7

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz. Heads	(c) Top Heads
23.0	1" Thick	\$ N/A	\$ N/A	\$ N/A
23.1	1 1/2" Thick	\$ 12.65	\$ 24.50	\$ 24.50
23.2	2" Thick	\$ 13.97	\$ 25.09	\$ 25.09

Category 24.

UNIT PRICES PER SQUARE FOOT FOR CEMENTITIOUS FIREPROOFING ON
SUPPORT STEEL BEAMS AND FLOOR DECKING SHALL BE AS FOLLOWS, IN THE
AMOUNTS LESS THAN 260 SQ. FT.

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
24.0	1" Thick	\$6.41

Category 25.

SEE SPRAY-ON FIREPROOFING SPECIFICATIONS.
(PRICE PER SQUARE FOOT) MORE THAN 260 SQ. FT.
INSULATION SPECIFICATION:

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
25.0	1" Thick	\$4.27

MECHANICAL INSULATION

RELATED DOCUMENTS

Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

Division-15 Basic Mechanical Requirements and Basic Mechanical Materials and Methods sections apply to work specified in this section.

DESCRIPTION OF WORK

Extent of mechanical insulation required by this section is indicated on drawings and schedules, and by requirements of this section.

PART 2-PRODUCTS

THERMAL AND ACOUSTIC INSULATION

The Contractor shall furnish and install all insulation necessary to the project and in accordance with the following 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.

Reheats Coils in Supply Air Duct Work Aluminum Jacket	3	All Sizes	1 1/2"	A.S.J. &0.016"
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Piping installed outdoors to be insulated installed with type 2 insulation.

Insulation Types: Subject to compliance with requirements, provide insulation products of the following:

1. 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.

2. 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.

3. 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.

4. 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.

5. Type(5): Not Applicable Flexible fiberglass duct liner as manufactured by Manville, Owens-Not Applicable, Corning, Knauf or Certainteed. Insulation shall be coated with a black mat fire resistant coating on the air stream side. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .23 at 75-deg F mean temperature and a density of 2 pounds per cubic foot.

6. 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.

7. 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.

2.1.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.

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.

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.

APPLICATION NOTES:

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.

SUBMITTALS

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

Test Reports: Submit the following test reports:

1. Certified test results from an independent testing laboratory indicating compliance of sprayed-on fireproofing products with performance requirements indicated.
2. Acceptance of steel primers by sprayed-on fireproofing manufacturer, based on data submitted by primer manufacturer.
3. Sprayed-on fireproofing manufacturers' certification that their products comply with specification requirements and are suitable for the use indicated.

DELIVERY, STORAGE, AND HANDLING

Deliver products to project site in original, unopened packages with manufacturers' labels identifying products legible and intact. Include on labels names of products and manufacturers, date of manufacturer and shelf life, where applicable. Also include UL labels for fire resistance ratings applicable to project.

Use materials with limited shelf life within period indicated. Remove from project site and discard any materials whose shelf life has expired.

Store materials inside, under cover, or above ground in a manner to keep them dry until ready to use. Remove from project site and discard any materials that have been exposed to moisture or have otherwise deteriorated.

PROJECT CONDITIONS

Environmental Conditions: Do not install sprayed-on fireproofing when ambient or substitute temperatures are 40 deg F and falling, unless temporary protection and heat can be provided to maintain temperatures of both at or above this temperature level for 24 hours before, during and for 24 hours after application of sprayed fireproofing. Ventilate spray fireproofing during and after application until it dries thoroughly.

SEQUENCING:

Sequence and coordinate application of sprayed-on fireproofing with other, related work specified in other sections to comply with the following requirements:

1. Prevent deterioration of sprayed-fireproofing for interior applications due to exposure

1. Cementitious Fireproofing:

- a. "Monokote", Grace Construction Products Div., W.R. Grace & Co. Or equal. Substitutions must be approved by the State Project Manager prior use.

AUXILIARY FIREPROOFING MATERIALS

General: Provide auxiliary fireproofing materials which are compatible with sprayed-on fireproofing products and substrates, approved for use indicated by manufacturer of sprayed-on fireproofing, and which have been approved by UL or other acceptable testing and inspecting agency for use in fire-resistance rated designs indicated.

Substrate Primers: Type approved by manufacturer of sprayed-on fireproofing for substrate and for conditions of exposure indicated.

Adhesive for Bonding Fireproofing: Type recommended by manufacturer of sprayed-on fireproofing manufacturer.

surface of fireproofing. Remove minor projections and fill voids that would telegraph through.

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

INSTALLATION

General: Comply with fireproofing manufacturer's instruction for mixing materials, for application procedures and for types of equipment used to convey and spray on fireproofing material; as applicable to the particular conditions of installation and as required to achieve fire-resistance ratings indicated.

Coat substances with adhesive prior to application of fireproofing where required to achieve fire-resistance rating or recommended by fireproofing manufacturer for material and application indicated.

Extend fireproofing full thickness over entire area of each substrate to be protected. Unless otherwise recommended by fireproofing manufacturer, install body of fireproof covering in a single course.

Apply fireproofing in thicknesses and densities indicated but not less than that required to achieve fire resistance ratings designated for each condition, unless greater thicknesses and densities are indicated.

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.

For exposed fireproofing provide a uniform matching finish approved for field-erected mock-up.

FIELD QUALITY CONTROL

Testing Laboratory: The right is reserved by spending unit to employ and pay an independent testing laboratory to perform field quality control testing.

Extent and Testing Methodology: Arrange for testing of completed fireproofing in successive stages in areas of extent described below; do not proceed with fireproofing of next area until test results for previously completed work evidence compliance with requirements.

1. Extent of Each Test Area: Not greater than one floor or 10,000 sq. ft., whichever produces the greatest number of test areas.
2. Within each area, testing laboratory shall randomly select a typical bay, and test each fireproofed structural element within it for thickness and density per ASTM E 605.

CONTRACTOR'S REQUIREMENTS

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

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

PROGRESS PAYMENTS

Vendors may submit monthly invoices to the spending unit project representative to bill for progress in completing the project. The billing period is specified as the first day of the month to the last day of the month until completion.

NOTICE TO PROCEED

Contractor must commence abatement activities within 24 hours after date agreed to by the Contractor and spending unit representative or as requested by statutory regulations for notification.

STANDARD OPERATING PROCEDURES

GENERAL

Applicable Laws

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

Project Security

The Contractor is responsible for positive and effective security of the work areas of each project and/or facility. The Contractor must limit entry into all work areas to its

enclosed work area, their reason for entry, date and duration of time in work area, activities in work area, safety precautions used, protective equipment used, etc.

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

Definitions

- a. Abatement: Procedure to control or otherwise limit fiber releases from asbestos containing or asbestos-contaminated building materials. This includes stripping, removal, encapsulation, disposal, wet cleaning, etc.
- b. ACM: Asbestos Containing Material.
- c. Aggressive Sampling: An air sampling technique typically used for final clearance air sampling wherein the area and surfaces around the air sample are agitated, brushed, blown with air jets or mechanical fans, or otherwise disturbed in an effort to re-suspend any settled dust and detect the presence of residual asbestos fibers.
- d. Air Lock: A system for permitting entrance or exit without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
- e. Air Sampling: The process of measuring the fiber content or particulate mass of specific volume of air at a specific point in time.
- f. Amended Water: Water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.
- g. Asbestos Contaminated Material: Any materials, substances, or items containing or coated (no matter how lightly) with asbestos fibers.
- h. Asbestos Filtration Device (APD): Filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas. Such equipment must have at least three filter stages, including readily accessible pre-and secondary filters, and a final filter which must be a High Efficiency Particulate Air (HEPA) filter rated 99.97% effective in capturing particles having diameters of 0.3 micrometers or greater.
- i. Barrier: Polyethylene sheeting and/or materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, forms the containment area.
- j. Enclosed Work Area: The Barrier that separates the contaminated work environment from the uncontaminated area in which abatement work is performed.
- k. Clean Room: An uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage or worker's street clothes and protection equipment.
- l. Curtained Doorway: Device to allow entrance or exit from one room to another while

- x. Stripping: All specified procedures necessary to remove ACM or asbestos contaminated materials from their substrate or from any component or structure of the building.
- y. Surface Sample: A wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
- z. Surfactant: A chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
- aa. 8-Hour TWA: The time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
- bb. Wash Room: A shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.
- cc. Wet Cleaning: The Process of removing ACM or asbestos-contaminated material from building surfaces, equipment, objects, tools, disposal containers, etc. This may be accomplished by washing with cloths, mops, sponges, or brushes, or by showering with water in the Wash Room.
- dd. Work Area Isolation Structure: A series of connected rooms, typically consisting of a Clean Room, Wash Room, and Equipment Room, to permit equipment and personnel movement to and from the Enclosed Work Area while preventing airflow from the Enclosed Work Area. It is also used for the decontamination of workers, materials and equipment. A Work Isolation Structure always contains at least one Air Lock.

QUALITY ASSURANCE

Standards

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

- a. Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).
- b. OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
- c. EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
- d. EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
- e. NIOSH publications, "Respiratory Protection.... An Employer's Manual" and

compliance with these Standard Operating Procedures.

Record Retention

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

Asbestos Disposal Form

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

PERSONAL PROTECTION

Respiratory Protection Equipment

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

a. The Contractor must provide all workers and those who have access to abatement work areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at each project. Respirators issued to site visitors must, at minimum, provide the same level of protection against airborne asbestos fibers as those issued to workers.

b. The contractor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. As part of this Program, all persons using respirators must be thoroughly instructed in the following details:

- i. Proper use
- ii. Care, cleaning, and sanitizing
- iii. Limitations
- iv. Maintenance
- v. Emergency procedures
- vi. Prohibition of facial hair

Documentation of actual receipt of this training must be obtained by signature from each person using respirators. The signed forms and the Respiratory Protection Program must be placed and maintained in the Project Log. The Contractor must not allow access to an abatement work area of a person who has not actually received such training and acknowledged receipt of same.

Visitor's Personal Protective Equipment

Subject to any more stringent requirements of applicable law or project specifications, the Contractor must comply with the following:

- a. The contractor must provide complete dress and respirators for all authorized visitors (e.g. EPA, OSHA, Engineer, Architect, Owner, etc.). The protective equipment and respirators provided for visitors must meet or exceed the level protection required for abatement worker's equipment and respirators by the guidelines approved for application to this project, or by project specifications if more stringent.

Emergency Procedures

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

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

Work-Place Security

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

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

Water Disposal Containers

The Contractor must utilize waste disposal containers as follows:

- a. Polyethylene Bags - Bags used for transporting and disposing of asbestos-containing or asbestos-contaminated materials must be constructed of at least 6 mil polyethylene and be securely labeled with asbestos waste identification and warnings as specified by applicable OSI-IA, EPA, DOT regulations.

- b. Drums - Drums used for transporting only, or transporting and disposing of asbestos-containing or asbestos contaminated waste materials must be clean, not previously contaminated with toxic materials, of metal or rigid fiberboard construction, have sealable lids and, when sealed, be air and watertight. Drums so used must be securely labeled with asbestos waste identification and warnings as specified by applicable OSHA, EPA, and DOT regulations.

Use of Asbestos Filtration Devices (AFD)

The Contractor must, on all asbestos abatement projects when required 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 as compared to those outside the Enclosed Work Area. These AFD's may be used to provide filtered exhaust ventilation from the Enclosed Work Area, thereby removing airborne asbestos fibers from the Enclosed Work Area and forcing the introduction of the clean makeup air into the Enclosed Work Area. Such exhaust ventilation may be effective in reducing airborne fiber concentration inside the Enclosed Work Area.

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

After completion of stripping work, all surfaces from which asbestos-containing material has been removed must be wire brushed, wet sponged, or cleaned by an equivalent method to remove all visible material.

Cleanup and Transportation of Asbestos-Containing Wastes

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

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

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

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

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

UPCOMING SCHEDULED PROJECTS:

BLDG 5 11th floor complete abatement and re-insulation
BLDG 6 9th floor complete abatement and re-insulation
BLDG 5, 6 and 7 window air handler unit abatement for renovation
BLDG 7 Basement air handle room abatement and re-insulation
BLDG 1 Basement inventory area tile, mastic and TSI abatement and re-insulation
BLDG 1 Basement Carpenter shop tile, mastic and TSI abatement and re-insulation
BLDG 1 Mechanical rooms piping abatement and re-insulation
BLDG 1 Basement hallway steam pipe and water pipe abatement and re-insulation
BLDG 1 Air handler rooms abatement and re-insulation
BLDG 1 east main unit basement tile and pipe abatement and re-insulation
BLDG 3 9th floor complete abatement and re-insulation
Bldg 4 Chill water pipe abatement and re-insulation
Bldg 4 Condensate drain line abatement and re-insulation
Numerous tile abatement jobs in BLDG 1, 3, 4, 5, 6, 7 to support renovations
Abatement of ceilings on all floors of BLDGS 5, 6, 7 to support maintenance and renovation
Emergency jobs to abate piping systems that leak
Unforeseen asbestos abatement during construction projects

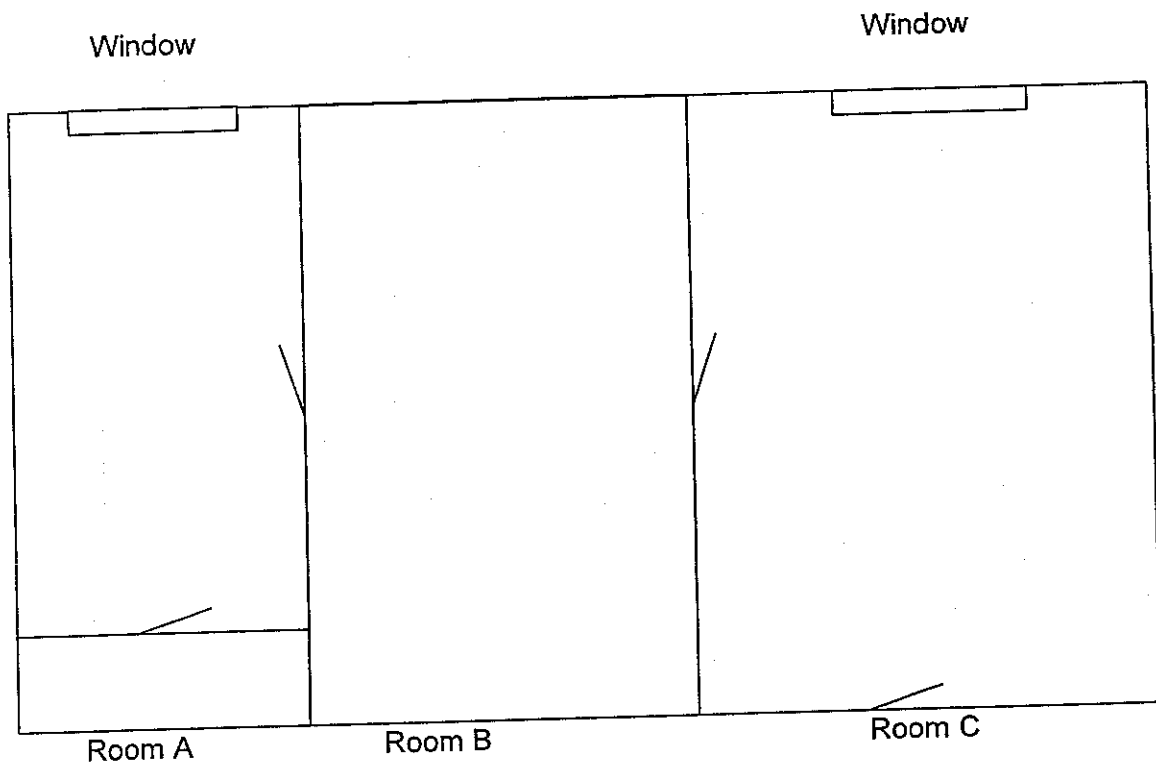
BID SCENARIO NUMBER 1

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.

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 $\frac{3}{4}$ inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

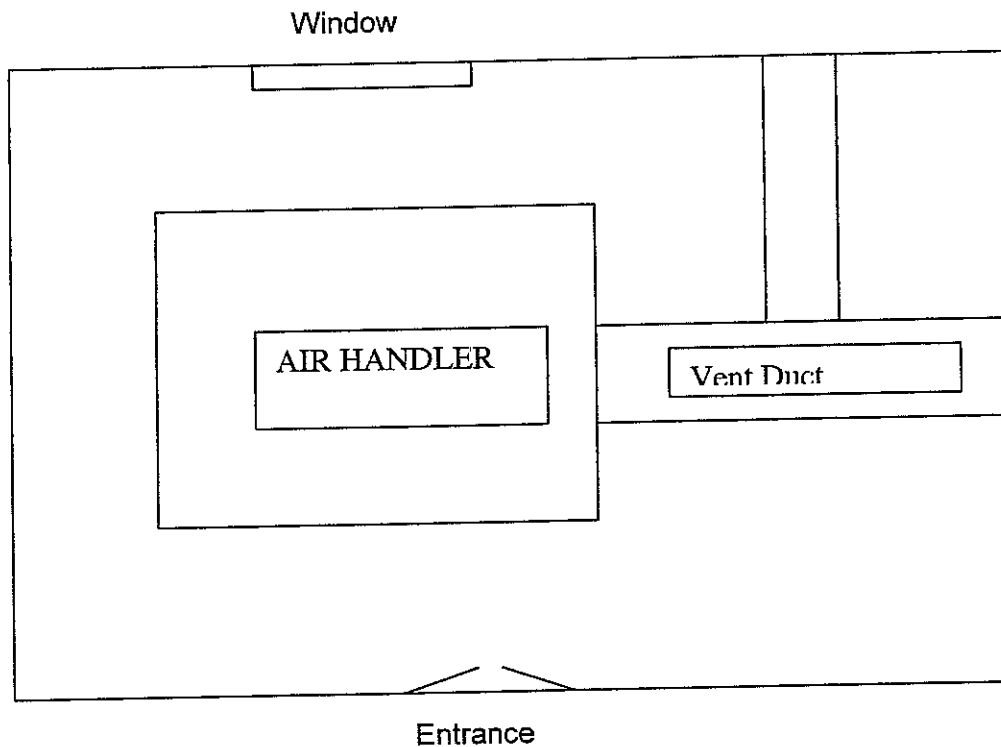
Chill water piping

- 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 12th 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:

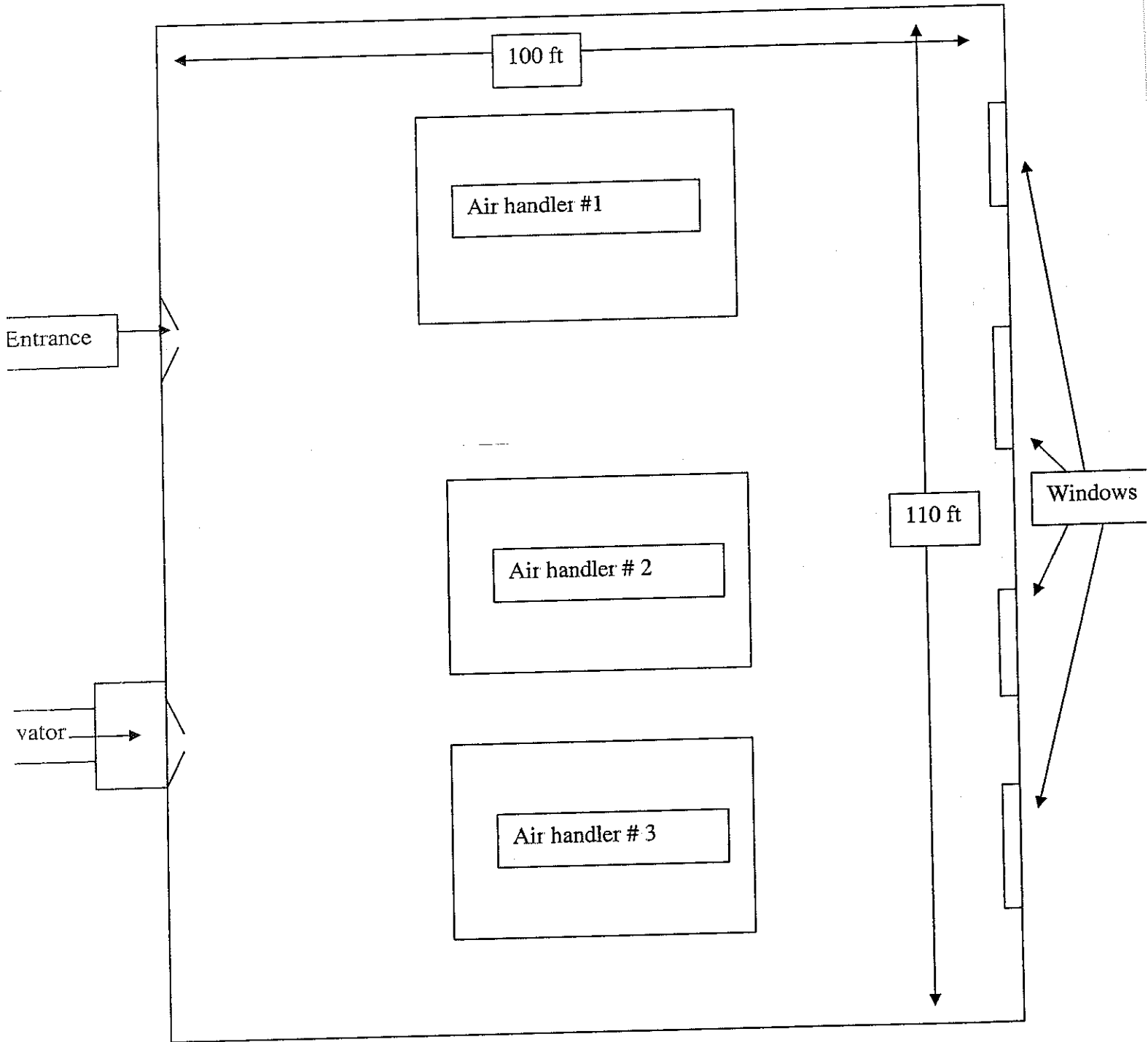
175 linear feet of 1" piping
 1" tee – 8
 1" valves – 16
 1" elbows – 24
 85 linear feet of 6" piping
 6" valves – 6
 6" tees – 4
 6" elbows – 8
 155 linear feet of 2" piping
 2" tees – 9
 2" elbows – 16
 2" valves – 6

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

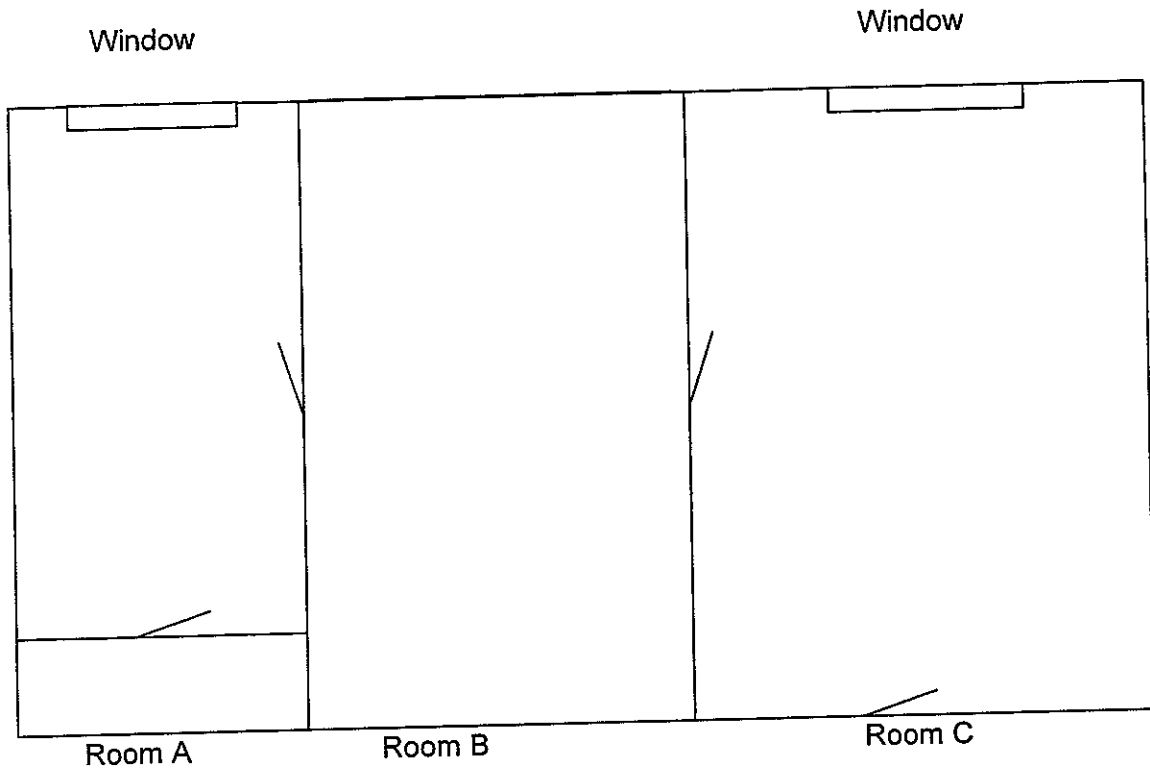
The ceiling is 20 feet high. Steam piping is suspended from the ceiling and is easily accessible. Chill water piping is connected to the air handler unit and run up to the ceiling and is accessible. The area can be secured during the abatement project but must be done at night when tenants are not at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

BLDG 62 12th Floor



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.

ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 1		
ROOM A	Removal of Carpet per Sq Ft	\$1.50	\$225.00
ROOM A	Abate tile & mastic per Sq Ft	\$4.26	\$639.00
Material	(Provide Itemized List)	INCLUDED IN UNIT PRICING	N/A
Labor	INCLUDED IN UNIT PRICING PCM CLEARANCE Per Hour	PER OCCURENCE	\$350.00
BID SCENARIO NUMBER 1 SUBTOTAL			\$1,214.00

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

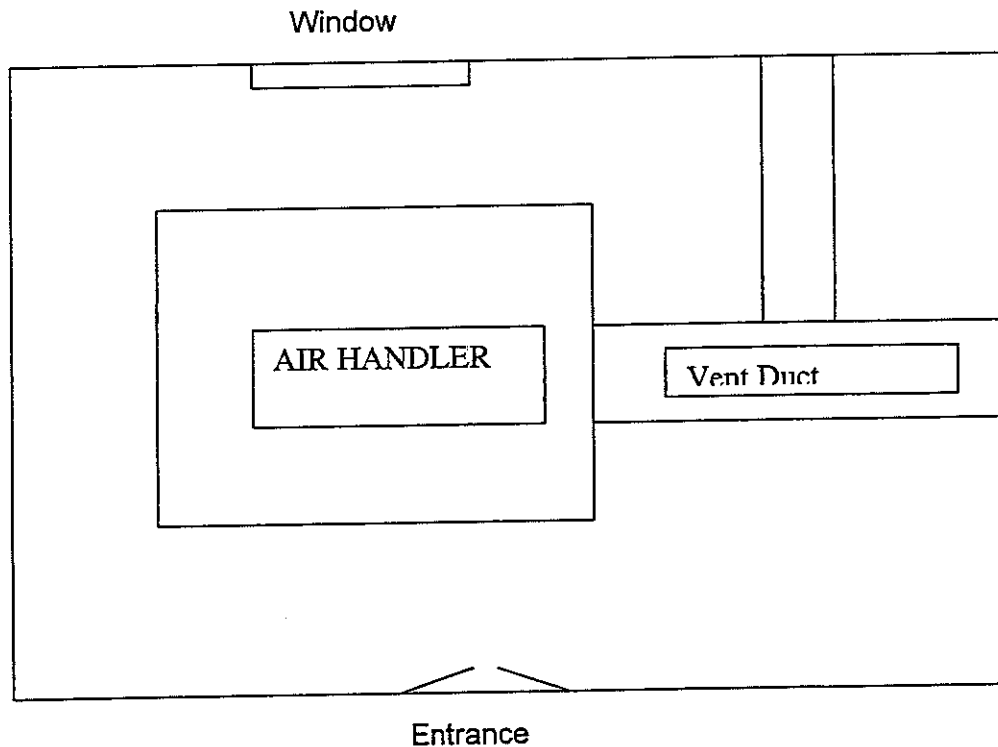
Chill water piping

- 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.



ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 2		
	Sheet Insulation on Air Handler per Sq Ft	\$ 5.25	\$ 5,114.00
	Sheet Insulation on Vent Ducting per Sq Ft	\$ 5.25	\$ 2,205.00
Removal - Water Piping	1" Piping	\$ 12.50	\$ 1,500.00
	2" Piping	\$ 12.50	\$ 1,112.50
	4" Piping	\$ 12.50	\$ 1,437.50
Reinsulation - Water Piping	Per Linear Foot	SEE ATTACHED UNIT PRICING	\$ 2,182.44
Removal - Steam Piping	12" Piping	\$ 14.17	\$ 453.44
	24" Piping	\$ 15.17	\$ 4475.15
	Elbow, Valves and Tees	\$ 15.17	\$ 151.70
Reinsulation - Steam Piping	Per Linear Foot	SEE ATTACHED UNIT PRICING	\$ 12,821.16
Materials	(Provide Itemized List)	INCLUDED IN UNIT PRICING	n/a
	INCLUDED IN		\$ 700.00
	LABOR UNIT PRICING		\$ 32,152.89
BID SCENARIO NUMBER 2 SUBTOTAL			\$ 32,152.89

BID SCENARIO NUMBER 3

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

- 1,000 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:

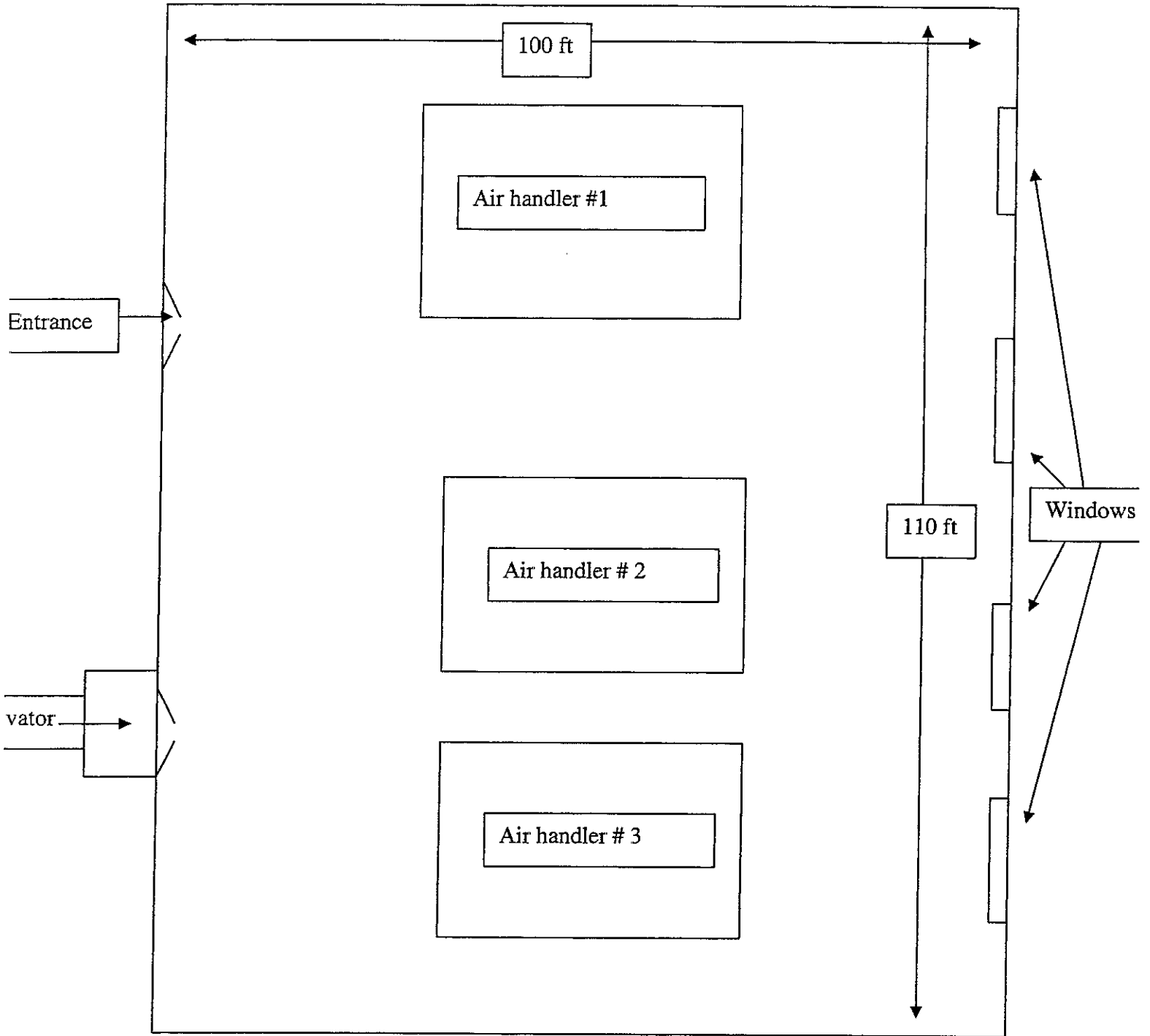
- 175 linear feet of 1" piping
- 1" tee - 8
- 1" valves - 16
- 1" elbows - 24
- 85 linear feet of 6" piping
- 6" valves - 6
- 6" tees - 4
- 6" elbows - 8
- 155 linear feet of 2" piping
- 2" tees - 9
- 2" elbows - 16
- 2" valves - 6

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.

BLDG 62 12th Floor

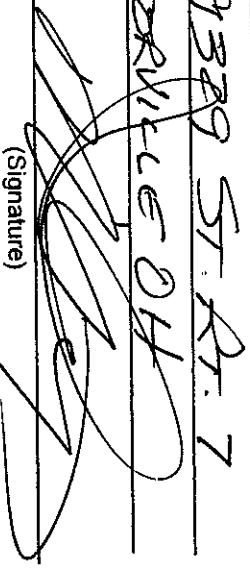


ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 3		
Removal - Sheet Insulation	Air Handler per Sq Ft	\$ 8.00	\$ 19,480.00
Removal - Sprayon Insulation	Per Linear Foot	\$ 4.27	\$ 46,970
Removal - Water Piping	1" Piping	\$ 12.50	\$ 2,187.50
	2" Piping	\$ 12.50	\$ 1,937.50
	6" Piping	\$ 12.50	\$ 1,062.50
	Elbow, Valves and Tees	\$ 12.50	\$ 1,993.75
Reinsulation - Water Piping	Per Linear Foot	SEE ATTACHED UNIT PRICING	\$ 3,529.16
Removal - Steam Piping	8" Piping	\$ 12.50	\$ 1,750.00
	12" Piping	\$ 14.17	\$ 1,133.60
	Elbow, Valves and Tees	SEE ATTACHED UNIT PRICING	\$ 1,080.06
Reinsulation - Steam Piping	Per Linear Foot	SEE ATTACHED UNIT PRICING	\$ 4,441.51
Reinsulation - Spray on Insulation	Per Linear Foot	\$ 4.27	\$ 46,970.00
Materials	(Provide Itemized List)	INC. IN UNIT PRICING	
	<i>Scaffold & Rubber Membrane</i>	Lump Sum	\$ 47,410.65
	<i>Labor INC. IN UNIT PRICING</i>	\$ 350.00	\$ 700.00
	<i>Part-hour PCM Clearance</i>		\$ 180,646.23
BID SCENARIO NUMBER 3 SUBTOTAL			\$ 180,646.23

ABATMENT08 - COST BID SUMMARY

		BID RECAP	
BID SCENARIO NUMBER 1			\$ 1,214.00
BID SCENARIO NUMBER 2			\$ 32,152.89
BID SCENARIO NUMBER 3			\$ 180,646.23
BID GRAND TOTAL			\$ 214,013.12

CONTACT PERSON:	MARK ARRIP (Please Print)	PHONE:	(740) 886-2861
COMPANY NAME:	THERMAL SOLUTIONS	FAX:	(740) 886-2911
ADDRESS:	9329 ST. RT. 7 PROSVILLE OH	EMAIL:	mart@tda.com thermal.solutionsinc.com
CONTACT PERSON:	 (Signature)		

Certification

ABATMNT08

By submitting a signed bid for ABATMNT08 – Asbestos Abatement – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

THERMAL SOLUTIONS
Vendor (Type Name of Company)

9329 ST. RT. 7 PROCTORVILLE, OH
Address 45669

MARK ARTRIP
Name (Type Name)

COO
Title

[Signature]
Signature

11-6-07
Date

Note: No contract shall be awarded prior to receipt of this certification.

Contractor Information

Contract Coordinator:

Name: MARK ARTRIP
 Title: COO
 EMAIL ADDRESS: martrip@thermalsolutionsinc.com
 ADDRESS: 9329 ST. RT. 7
 CITY / STATE: PROCTORVILLE, OH ZIP: 45669
 PHONE: 740.886.2861 FAX: 740.886.2911
 CELL PHONE: 304.634.2074
 TAX PAYER I.D. NUMBER (FEIN): 55-077-2752

COMPANY NAME: THERMAL SOLUTIONS
 COMPANY WEB SITE ADDRESS: WWW.THERMALSOLUTIONSINC.COM
 NUMBER OF LOCATIONS: 1
 NUMBER OF PERSONS EMPLOYED: 45

CERTIFIED BY: _____

(Signature)

11-6-07

(Date)

CONTRACTOR'S LICENSE:

West Virginia State Code §21-22-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, E., Charleston, West Virginia 25305, telephone (304) 558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the Contract License number on their bid.

Bidders to Complete:

Contractor's Name: THERMAL SOLUTIONS
 Contractor's License Number: WV030824
 Asbestos Abatement License Number: AC001321

The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order / Contract.

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

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: THERMAL SOLUTIONS

Authorized Signature: [Signature] Date: 11-6-07

EXHIBIT 10

REQUISITION NO.: ABATMNT08

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

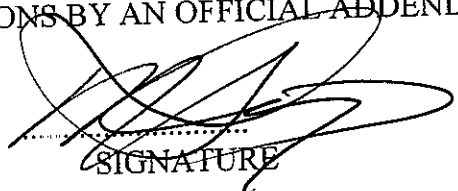
NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.


.....
SIGNATURE

THERMAL SOLUTIONS
.....
COMPANY

11-6-07
.....
DATE



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

Request for Quotation

RFO NUMBER:
 ABATMNT08

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

RFQ COPY

VENDOR

Mark Artrip
 Thermal Solutions
 P. O. Box 661
 Proctorville, OH 45669

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2007				
BID OPENING DATE: 11/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 1*****						
1. REVISED ABATMNT08 SPECIFICATIONS/CONDITIONS/ PRICING PAGE DATED 10/15/07 IS ATTACHED REFLECTING ONLY THOSE CHANGES QUESTION 7.						
2. QUESTIONS AND ANSWERS ATTACHED (2 PAGES)						
3. ADDENDUM ACKNOWLEDGEMENT						
EXHIBIT 10						
REQUISITION NO. ABATMNT08						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 ABATMNT08

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

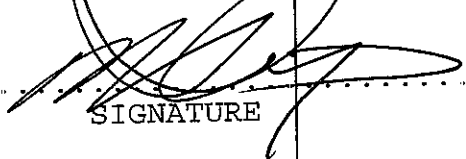
RFQ COPY
 TYPE NAME/ADDRESS HERE

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 10/15/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 SIGNATURE						
THERMAL SOLUTIONS COMPANY						
11-6-07 DATE						
REV. 11/96						
*****END OF ADDENDUM NO. 1*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

REQ. CODE

VENDOR

Mark Artrip
 Thermal Solutions
 P. O. Box 661
 Proctorville, OH 45669

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 10/17/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1.				PRE-BID CONFERENCE SIGN IN SHEETS ATTACHED (6 PAGES)		
2.				QUESTION AND ANSWERS (Q) REQUESTING CLARIFICATION FOR THE ANSWER TO QUESTION # 2 (FROM ADDENDUM NO.1), : " THE WINNING BIDS WILL BE BASED ON THE THREE SCENARIOS AND THE EVALUATION OF THE INDIVIDUAL COSTS ." FOCUSING ON THE LAST PART OF THAT ANSWER, "AND THE EVALUATION OF THE INDIVIDUAL COSTS ." WILL THE EVALUATION COSTS BE COMPLETED USING A SPECIFIC, OBJECTIVE, EVALUATION CRITERIA? IF SO, CAN THE STATE PLEASE IDENTIFY WHAT THE SPECIFIC, OBJECTIVE, EVALUATION CRITERIA WILL BE USED TO EVALUATE THE INDIVIDUAL COST? (A) THE INDIVIDUAL ITEMS WILL BE EVALUATED TO ENSURE NO COST FIXING. (Q) THE ANSWER TO QUESTION NO. 5 (ADDENDUM NO.1) APPEARS TO BE A TYPO, AS IT MIRRORS THE RESPONSE TO QUESTION NO. 6. (A) THIS IS TO CORRECT THE ANSWER TO QUESTION NO. FROM ADDENDUM NO. 1. THE CORRECT RESPONSE IS: DOES THE CONTRACTOR PROVIDE THE FINAL CLEARANCE? THE CONTRACTOR WILL BE RESPONSIBLE FOR A THIRD PARTY AIR CLEARANCE WITH A QUALIFIED STATE OF WEST VIRGINIA LICENSED COMPANY. COMPANY SHALL HAVE NVLAP LAB ACCREDITATION.		
3.				THE QUESTION AND ANSWER TIME HAS EXPIRED AND BIDS ARE DUE ON 11/07/2007.		
*****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV030824

Classification:

SPECIALTY
ASBESTOS REMOVAL

THERMAL SOLUTIONS INC
PO BOX 661
PROCTORVILLE, OH 45669

Date Issued

MARCH 15, 2007

Expiration Date

MARCH 15, 2008

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

State of West Virginia

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

This is to certify that

Thermal Solutions-Ohio, Inc.

9329 State Rt. 7

Proctorville, OH 45669

Has complied with Chapter 16, Article 32, of the
Asbestos Abatement Licensing Rules and Regulations
and is hereby licensed as an
Asbestos Abatement Contractor.

Asbestos Abatement Contractor License Number:
AC001321

Issued: 3/14/2007

Expires: 3/31/2008



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



WEST VIRGINIA

Asbestos Program

Thermal Solutions-Ohio, Inc.

IS LICENSED AS AN

ASBESTOS CONTRACTOR

License # AC001321

Issued 3/14/2007

Expires 3/31/2008

Randy L. Curtis Dir WV RTIA DIV

1439 6th Avenue
 ntington WV 25701

ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Thermal Solutions Inc.
 P.O. Box 661
 Proctorville OH 45669

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American States Insurance Co
 INSURER B: Hudson Speciality Insurance Co
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 2,000,000
B	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	FEC6101469	03/24/07	03/24/08	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000
B	X Incl Asbestos & Lead Abatement				PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	X POLICY	PRO-JECT	LOC		
A	X ANY AUTO	01-CH-034187-2	03/24/07	03/24/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				
	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$				
	EXCESS/UMBRELLA LIABILITY				
	OCCUR CLAIMS MADE				
	DEDUCTIBLE \$ RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FEC6101469	03/24/07	03/24/08	WC STATU-TORY LIMITS X OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				
A	Installation Float	24-CC-036157-3	03/24/07	03/24/08	Limit \$100,000 Deduct \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of insurance.

CERTIFICATE HOLDER

Evidence of Insurance.

BLANK-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



P.O. BOX 661 Proctorville, OH 45669

Office: (740) 886-2861 Fax: (740) 886-2911

Contractors # WV 030824

November 5, 2007

To Whom It May Concern:

Thermal Solutions-Ohio, Inc. has not been cited for noncompliance with West Virginia DHHR regulations within the past 24-months. If you have any questions please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R. Murphy".

Joseph R. Murphy
Project Manager

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, Thermal Solutions, Inc.
of 9329 St. Rt. 7 Proctorville, OH 45669 as Principal and American Southern Insurance
Company of 7512 Slate Ridge Blvd. Reynoldsburg, OH 43068 a corporation organized and existing under the laws of the State of _____
Kansas with its principal office in the City of Atlanta, GA as Surety are held and firmly bound unto the State
of West Virginia as Oblige in the penal sum of Twenty Seven Thousand (\$ 27,500.00) for the payment of which
well and truly to be made we jointly and severally bind ourselves our heirs administrators executors successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal attached hereto and made a part hereof to enter into a contract in writing for
ABATMNT08, Blanket Open-End Statewide Contract for Asbestos Abatement

NOW THEREFORE

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

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

IN WITNESS WHEREOF Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers this 7th day of November, 20 07

Principal Corporate Seal

Thermal Solutions, Inc.
(Name of Principal)
By [Signature]
(Must be President or Vice President)
COO
(Title)

Surety Corporate Seal

American Southern Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Andrew C. Heaner, Attorney-in-Fact

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

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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

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

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

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13th day of June, 2007.

Attest: 
Gail A. Lee, Secretary

By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 13th day of June, 2007, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization

STATE OF GEORGIA
SS:
COUNTY OF FULTON

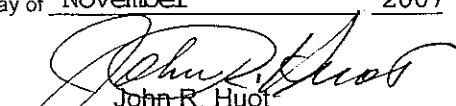
Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7 2009

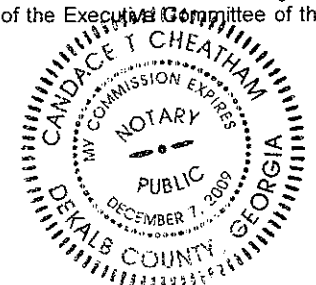


I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors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

Signed and sealed at the City of Atlanta Dated the 7th day of November 2007

Power No 14496


John R. Huot
Vice President



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

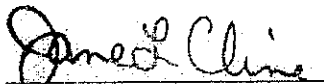
Whereas, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

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

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

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2006.


Jane L. Cline
Insurance Commissioner



WV File #0063

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

Statutory Financial Statement

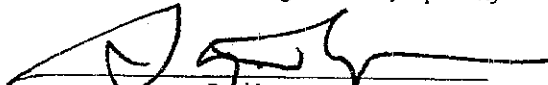
As of December 31, 2006

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

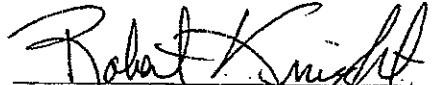
Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

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



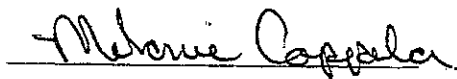
 President



 Treasurer/Controller

State of Georgia
 County of Fulton

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



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