



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
HHR90064

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

*709055902 304-342-0545

ASTECH CORPORATION
 RR 1 BOX 479B

CHARLESTON WV 25312-9733

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/26/2008				

BID OPENING DATE: 09/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** BID BOND REQUIRED WITH BID SUBMISSION. ***** AFFIDAVIT REQUIRED WITH BID SUBMISSION. *****						
0001	1	JB		968-32		\$ 24,400.00
DEMOLITION - TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO ENSURE DEMOLITION, REMOVAL AND DISPOSAL OF AN INCINERATOR AT WILLIAM R. SHARPE, JR. HOSPITAL, PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/9/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-342-0545	09-25-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0685025	

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

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

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

INSTRUCTIONS TO BIDDERS

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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LEWIS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p>						

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.		
				FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.		
				IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS		

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<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>NO. 1 X</p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p>						

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SIGNATURE 	TELEPHONE 304-342-0545	DATE 09-25-08
TITLE PRESIDENT	FEIN 55-0685025	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>ASTECH CORPORATION COMPANY</p> <p>09-25-08 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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

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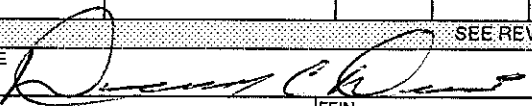
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***** THIS IS THE END OF RFQ HHR90064 ***** TOTAL:						<u>\$ 24,400.00</u>

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REQUEST FOR QUOTATION

I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to ensure demolition, removal and disposal of incinerator as specified at William R. Sharpe, Jr. Hospital, 936 Sharpe Hospital Road, Weston, WV 26452.
- 1.2 All work will be in compliance with the Fire Marshall regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document denotes a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the effectiveness of the product and/or service, or the product manufacturer's warranty is not compromised.
- 3.2 Contractor shall dismantle incinerator in preparation for removal from its existing site.
- 3.3 Contractor shall provide removal of incinerator from its existing location.

3.4 Contractor shall provide proper disposal of incinerator and any related components. The incinerator specifications are as follows:

1. Make: Consumat Waste Disposal System
2. Model: C120P-1-ML120
3. Serial #: 5162
4. Capacity: 435 LBS/Hr for 8 hours per 24 hour period
5. Waste Type: O
6. Aug. waste heating valve 8,500 Btu/lb
7. MFGD By: Consumat Systems, Inc., Richmond VA, USA

3.5 Please note that the roof repairs related to the removal of the incinerator will be made by maintenance staff at William R. Sharpe, Jr. Hospital.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement. A site visit may be scheduled by contacting Dave Davis at (304) 269-1210 x250.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide two copies of shop drawings to owner for approval specifying incinerator demo, removal, and disposal methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the Maintenance Supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Maintenance Supervisor shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

9. PERMITS:

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are permanently removed will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **LEWIS COUNTY** pursuant to West Virginia Code 21-5A, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

- 12.1 Payment will be permitted at 100% completion as determined by the Owner. The Contractor may submit an invoice for payment in the amount of 100% of the Purchase Order amount.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 90 calendar days from the approval of the shop drawings.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when removing materials from the building or as required by OSHA.

17. DAMAGES:

- 17.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Before the Purchase Order is processed, the successful bidder must provide a valid copy of their Business and Contractor licenses.



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
HHR90064

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

*709055902 304-342-0545
 ASTECH CORPORATION
 RR 1 BOX 479B
 CHARLESTON WV 25312-9733

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/11/2008				

BID OPENING DATE: 09/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: HHR90064 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 XX 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.						

RECEIVED
 08 SEP 25 PM 12:42
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-342-0545	09-25-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0685025	

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
 HHR90064

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

*709055902 304-342-0545
 ASTECH CORPORATION
 RR 1 BOX 479B
 CHARLESTON WV 25312-9733

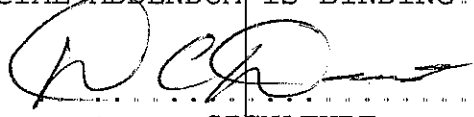
VENDOR

SHIP TO

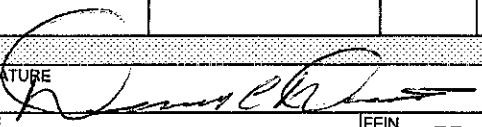
HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/11/2008				

BID OPENING DATE: 09/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Astech CORP COMPANY 9-15-08 DATE </p> <p>REV. 11/96</p> <p style="text-align: right;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-342-0545	DATE 09-25-08
TITLE PRESIDENT	FEIN 55-0685025	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
HHR90064

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

*709055902 304-342-0545

VENDOR

ASTECH CORPORATION
 RR 1 BOX 479B

CHARLESTON WV 25312-9733

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/11/2008				

BID OPENING DATE: 09/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-32		
DEMOLITION - TO PROVIDE ALL LABOR, MATERIALS,						
***** THIS IS THE END OF RFQ HHR90064 ***** TOTAL:						

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'

**RFQ HHR90064
Sharpe Incinerator Removal
Addendum 1
09/10/08**

Response to Vendor(s) Question(s)

Q: Will there be any Asbestos removal required for this project?
A: No, there is no known Asbestos.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: Astech Corporation
Authorized Signature: [Signature] Date: 09-25-08

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

Surety Corporate Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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

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

Astech Corporation

479-B Falcon Drive
Charleston, West Virginia 25312
(304) 342-0545

AFFIDAVIT

DRUG & ALCOHOL FREE WORKPLACE

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

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

By: [Signature]
Title: PRESIDENT

Date: 06-26-08

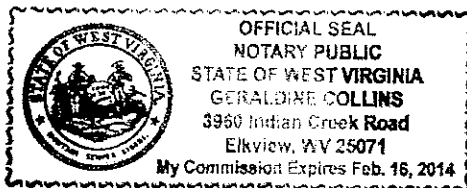
STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

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

[Signature]
Notary Public

My commission expires 02-16-2014





THE AMERICAN INSTITUTE OF ARCHITECTS

Bond # 16550

ALA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Astech Corporation
479-B Falcon Dr.
Charleston, WV 25311

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

State of W.V. Dept. of Administration
2019 Washington St. E.
Charleston, WV 25305

as Obligee, hereinafter called the Obligee, in the sum of **Five PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED One Thousand Two Hundred Fifty and No/100 DOLLARS (5% Not To Exceed \$1,250.00)**

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

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

**Demolition of Incinerator at
William R. Sharpe Jr. Hospital, Weston, W.V.**

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

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

Heraldine Collins
(Witness)

Astech Corporation
(Principal) (Seal)

Denver Davis (Title) President

Jennifer Powers
(Witness)

American Southern Insurance Company
(Surety)

ACD
Andrew C. Heaner, Attorney In Fact

AMERICAN SOUTHERN INSURANCE COMPANY

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

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

GENERAL POWER OF ATTORNEY

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


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

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

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

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


Attest: 
Gail A. Lee, Secretary

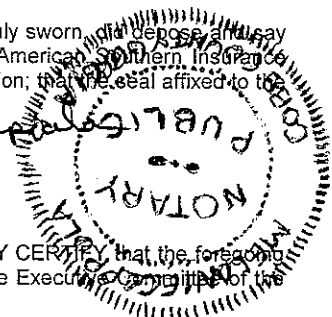
American Southern Insurance Company
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:

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

STATE OF GEORGIA
SS:

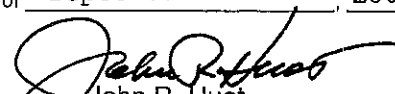

Melonie Coppola
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires May 17, 2010



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

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

Power No. 16550


John R. Huot
Vice President

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

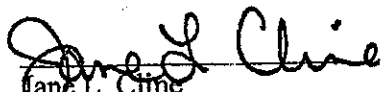
Whereas, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

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, 2008, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

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


Jane L. Cline
Insurance Commissioner



WV File #0063

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

Statutory Financial Statement

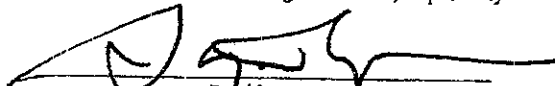
As of December 31, 2006

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

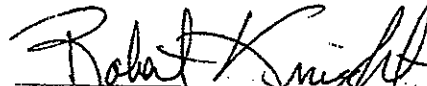
Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

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.



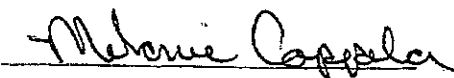
 President



 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