

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

Request for REQUIMBER Quotation

DNR212130

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER

304-558-2316

REQ COPY TYPE NAME/ADDRESS HERE C09123150

A.J. Smith, Inc. dba Capital Builders 4008 5th Street Road Huntington, WV 25701

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 304-558-3397 25303-1228

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code,
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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, tille 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. 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
 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,

is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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RFQ COPY

4008 5th Street Road

Huntington, WV 25701

C09123150

TYPE NAME/ADDRESS HERE

A.J. Smith, Inc. dba Capital Builders

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

Request for 1 Quotation

RFQ NUMBER DNR212130

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

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DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS F.O.B, 03/26/2012 BID OPENING DATE: 01:30PM 05/06/2012 BID OPENING TIME CAT, NO. UNIT PRICE AMOUNT QUANTITY UOP ITEM NUMBER LINE WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SUCCESSFUL VENDOR SHALL FURNISH PROOF (XX) INSURANCE: 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. (XX) 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. (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 LABORA MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. (XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE May 29, 2012 SIGNATURE TELEPHONE 304-697-5002 B. J. Burgess FEIN ADDRESS CHANGES TO BE NOTED ABOVE President 55-0735961

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



11

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PAGE 5

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DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

RFQ COPY
TYPE NAME/ADDRESS HERE
C09123150
A.J. Smith, Inc. dba Capital Builders
4008 5th Street Road
Huntington, WV 25701

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REQNUMBER DNR212130 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER

304-558-2316

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DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

FREIGHT TERMS SHIP VIA F.O.B, TERMS OF SALE DATE PRINTED 03/26/2012 BID OPENING DATE: BID OPENING TIME 01:30PM 05/06/2012 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID ANY ADDENDUM SHOULD BE RECEIVED BY THE OPENING DATE. BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL (3) SUBMITTED TO THE STATE PURCHASING BIDDERS AND RULES AND REGULATIONS DIVISION. THE SAME ORIGINAL BIDDING DOCUMENT APPLY TO THE THAT SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE May 29, 2012 TELEPHONE 304-697-5002 SIGNATURE B. J. Burgess President FEIN ADDRESS CHANGES TO BE NOTED ABOVE 55-0735961



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

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To

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DNR212130

ADDRESS COHRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE C09123150 A.J. Smith, Inc. dba Capital Builders 4008 5th Street Road Huntington, WV 25701

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

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

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DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

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A.J. Sn	nith, Inc	. dba Capital	Builders

4008 5th Street Road Huntington, WV 25701 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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DIVISION OF NATURAL RESOURCES SHIP PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

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PAGE 10

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ADDRESS CONNESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER

F.O.B.

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DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

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TYPE NAME/ADDRESS HERE
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A.J. Smith, Inc. dba Capital Builders
4008 5th Street Road
Huntington, WV 25701

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	***** THI	S IS T	HE EN	D OF RFQ	DNR212	130 ***** TOTAL	486,225.00
SIGNATURE #	,			VERSE SIDE FOR TE	****	menonia de la companya de la company	
8.0.	Buyes	B. J. Bu	rgess		3	004-097-0002	Way 29, 2012
President	U	FEIN 5	5-07359	61		ADDRESS CHANG	ES TO BE NOTED ABOVE

Demolition and New Construction of the Dining Hall Building Cabwaylingo State Forest

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer Finance and Administration, Purchasing Division 2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2316 Ext. 218

Plans and specifications may be obtained by contacting:

Associated Architects, Inc. 318 Lee Street, Suite 200 Charleston, WV 25302 Telephone: 304-345-1811

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, (hereinafter called the Contractor) agrees that all work is to be complete within 180 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day. The project is Bond funded with time limits and no extension of the completion date is possible.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk. PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

Agency	Division of Natural Resources Parks & Recreation
	O# DNR212130

BID BOND

	KNOW ALL MEN BY THES	E PRESENTS, That w	re, the undersigned, A. J. Smith, Inc. dba Capital Builders, Inc.
of	Huntington ,	WV	
of	Timonium	MD	, a corporation organized and existing under the laws of the State of
N	MD with its principal o	ffice in the City of	Timonium, as Surety, are held and firmly bound unto the State
of Wes	Virginia, as Obligee, in the p	enal sum of Five Per	cent of Amount Bid (\$ 5%) for the payment of which,
well an	d truly to be made, we jointly a	and severally bind our	selves, our heirs, administrators, executors, successors and assigns.
		-7-	whereas the Principal has submitted to the Purchasing Section of the
			sched hereto and made a part hereof, to enter into a contract in writing for
			f the Dining Hall Building at Cabwaylingo State Forest -
Accor	ding to Plans and Specific	cations	
	NOW THEREFORE,		
	(a) If said bid shall be reject		
hereto :			I shall enter into a contract in accordance with the bid or proposal attached juired by the bid or proposal, and shall in all other respects perform the
agreem	ent created by the acceptanc	e of said bid, then this	obligation shall be null and void, otherwise this obligation shall remain in full
	the penal amount of this oblig		It the liability of the Surety for any and all claims hereunder shall, in no event,
wav imi	The Surety, for the value recognized or affected by any exte	ceived, hereby stipulat nsion of the time withi	les and agrees that the obligations of said Surety and its bond shall be in no n which the Obligee may accept such bid, and said Surety does hereby
	otice of any such extension.		, , , , , , , , , , , , , , , , , , , ,
	IN WITNESS WHEREOF P	rincinal and Surety ha	eve hereunto set their hands and seals, and such of them as are corporations
have ca		1977	nd these presents to be signed by their proper officers, this
23rd		2012	, , , , , , , , , , , , , , , , , , , ,
Principa	al Corporate Seal		A. J. Smith, Inc. dba Capital Builders, Inc.
			(Name of Principal)
			B. J. Burges Must be President or
			Vice President)
			President
			(Title)
Surety	Corporate Seal		United States Surety Company
			(Name of Surety)
			By Kin Scall HI II kings
			Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

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



AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed

********Unlimited*******

Dollars (\$_****unlimited****).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in-the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of March, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



SS:



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles

On this 31st day of March, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

deborah reese

(Seal)

DEBORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this of 1/1/14 , 2017

or Way

Corporate Seals

Bond No. BID Agency No. 12116







Jeannie J. Kim, Assistant Secretary

(A)

(C)

(D)

(E)

(F)

(G)

(H)

(I)

(J)

(K)

(L) (M)

(N)

(O) (P)

(Q)

(R)

(S)

(T)

(U)

(V)

(W)

NOTE:

WV State Agency

right corner of page #1)

Your Company Name

Surety Corporate Name

City, Location of Surety

State, Location of Surety

this line in words. Amount of bond in figures

Day of the month

Name of Corporation

Title of person signing

Corporate Name of Surety

Month

President

Surety

bond.

Year

State of Surety Incorporation

City of Surety Incorporation

Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on

Brief Description of scope of work

Raised Corporate Seal of Principal

Signature of President or Vice

Raised Corporate Seal of Surety

Signature of Attorney in Fact of the

Dated, Power of Attorney with Raised Surety Seal must accompany this bid

(Stated on Page 1 "Spending Unit") Request for Quotation Number (upper

City, Location of your Company

State, Location of your Company

		AGENCY(A	1)_
		RFQ/RFP#(E	
	Bond	CC That we the understance	.1
KNOW ALL MEN BY THES	E PRESEN	5, That we, the undersigned	α,
(C) of as Principal, and(F)	(D)	_,(E)	_
(H) , a corporation	on organized	and evicting under the laws	e
of the State of (I) wi	th its princip	al office in the City of	3
(J) , as Surety, a	ire held and	firmly bound unto The State	2
of West Virginia, as Obligee, in the per	al sum of	(K)	
(\$) for the pay	ment of whi	ch, well and truly to be mad	c.
we jointly and severally bind ourselves	our heirs, a	dministrators, executors,	,
successors and assigns.	,		
The Condition of the above ob	ligation is s	ich that whereas the Princip	al
has submitted to the Purchasing Section			
a certain bid or proposal, attached heret			
contract in writing for			
(M)		
			1 - 02 - 0
NOW THEREFORE.			
(a) If said bid shall be rejecte	d. or		
(b) If said bid shall be accepted		rincipal shall enter into a	
contract in accordance with the bid or p			1
any other bonds and insurance required			
other respects perform the agreement co			i
this obligation shall be null and void, o			
force and effect. It is expressly underst			
Surety for any and all claims hereunder	shall, in no	event, exceed the penal	
amount of this obligation as herein state			
The Surety for value received	, hereby stip	ulates and agrees that the	
obligations of said Surety and its bond			oy
any extension of time within which the			
Surety does hereby waive notice of any			21
IN WITNESS WHEREOF, Pr	incipal and S	Surety have hereunto set the	ir
hands and seals, and such of them as ar			
seals to be affixed hereto and these pres	ents to be si	gned by their proper officer	s,
this (N) day of (O)	, 20	(l')	
Principal Corporate Seal		(Q)	
Timespar Corporate Seas	-	(Name of Principal)	
(R)	Ву	(S)	
()	7	(Must be President or	
		Vice President)	
	2000.000	(T)	
		Title	
(U)			
Surety Corporate Seal		(V)	_
		(Name of Surety)	
		(W)	
		1111	

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.

Attorney-in-Fact



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Virginia	
COUNTY OF Wayne	, TO-WIT:
I,, state as follows:	, after being first duly sworn, depose and
	Smith, Inc. dha Canital Builders
1. I am an employee of	. Smith, Inc. dba Capital Builders ; and, (Company Name)
2. I do hereby attest that A	.J. Smith, Inc. dba Capital Builders
z. I do hereby accest that _	(Company Name)
maintains a valid written policy is in compliance w	drug free workplace policy and that such lth <i>West Virginia Code</i> §21-1D-5.
The above statements are swor	n to under the penalty of perjury.
	A.J. Smith, Inc. dba Capital Builders
	(Company Name)
	By: 8. J. Burgess
	Title: President
	Date:
Taken, subscribed and sworn to	o before me this 29th day of May, 2012
	per 6, 2019
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC William A. Herring A.J. Smith, Inc. dba Capital Build 4008 5th Street Road Huntington, WY 25701 WY Commission Expires November	6 2019 WITH THE BID IN ORDER TO
COMPLY WITH WV CODE PR	ROVISIONS. FAILURE TO INCLUDE THE
AFFIDAVIT WITH THE BID S	SHALL RESULT IN DISQUALIFICATION OF
THE BID.	Rev March 2009

RFQ No.	DNR212130
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Purchasing Affidavit (Revised 12/15/09)

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:

WITHEOU THE FOLLOWING CIONATUDE

"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 exceed 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.

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

WITHESS THE POLLOWING SIGNATURE	
Vendor's Name: A.J. Smith, Inc. dba Capital Builde	ers
Authorized Signature: 6. A. Vuusas	Dale: May 29, 2012
B. J. Burgess Pres	sident
County of Wayne , to-wit:	
Taken, subscribed, and sworn to before me this 29th da	y of May
My Commission expires November 6	, 20 ¹⁹ .
AFFIX SEAL HERE	NOTARY PUBLIC Will Cold
OFFICIAL BEAL STATE OF WEBT VIRGINIA NOTARY PUBLIC William A. Herring A.J. Smith, Inc. doa Capital Builders 4008 5th Street Roed Hundisoton, WV 25701	

My Commission Expires November 6, 2019



RFQ COPY

4008 5th Street Road

Huntington, WV 25701

C09123150

TYPE NAME/ADDRESS HERE .

A.J. Smith, Inc. dba Capital Builders

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

Request for Quotation

DNR212130

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.Ö.B.	FREIGHT TERMS
05/02/2012				
	/23/2012	BID OPE	ENING TIME 01	:30PM
LINE QUANTIT		ITEM NUMBER	UNIT PRICE	тиноми
		ENDUM NO. 1 ****	* * * * * * * * * * * * * * *	
	ENDUM IS ISSUED			
	THE PROPER SUBM	FOR TECHNICAL QUES		
AT 4:00 P TO FRANK RMAIL AT 304-558-4	PM. ALL TECHNIC WHITTAKER IN T FRANK.M.WHITTA	CHNICAL QUESTIOND AL MUST BE SUBMITTHE WV PURCHASING E KER@WV.GOV OR VIA ICAL QUESTIONS WIE EADLINE.	TED IN WRITING DIVISION VIA FAX AT	
SECTION I STATES TH ASSOCIATH TECHNICAN THE ARCHI FRANK WHI	12 OF THE INFOR A HAT QUESTIONS A ED ARCHITECTS. L QUESTIONS THA ITECT MUST BE R	MATION FOR BIDDERS RE TO BE DIRECTED TO BE CONSIDERED, T HAVE BEEN SUBMIT ESUBMITTED IN WRIT WEST VIRGINIA PURC	TO ALL ITED TO IING TO	
	THE BID OPENI 2012 AT 1:30 F	NG DATE AND TIME T	ro	
	DE THE ATTACHED E SPECIFICATION	CLARIFICATIONS/ALS.	DDITIONS	
4) PRIVII	DE THE ATTACHED	ASBESTOS REPOT DA	ATED 11/28/2011	
5) PROVII	DE THE ATTACHED	MANDATORY PRE-BIL	D SIGN IN SHEET	
6) PROVII		BID PROPOSAL FORM		
	SEE RE	VERSE SIDE FOR TERMS AND CONDI		
SIGNATURE B. A. BULLAS	B. J. Burgess	TELEPHONE 304-	-697-5002	May 29, 2012
President	FEIN 55-073596	51	ADDRESS CHANGE	S TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Cabwaylingo State Forest Proposed New Dining Hall Construction 4/12

ADDENDUM #1

TO: All prime contract bidders:

This Addendum forms a part of the contract documents and modifies the original drawings and specifications dated October, 2011. Acknowledge receipt of this Addendum in the space provided on the Form of Proposal, Failure to do so may subject bidder to disqualification.

The contents of this Addendum consists of the following:

- * Revised Bid Proposal Form (adding unit cost for rock) (2 pages)
- Added specification for Termite Treatment Section 02361 (3 pages)
- Revised Wall Section Detail SK1 (1 page)
- Addendum information PME (7 pages included sketches)

CLARIFICATIONS

- 1. No fire rating required on the Manufactured Trusses.
- 2. No Pire Rating required on the framing or sheathing.
- 3. Use 10801 as the specification for the mirror.
- Finish Carpentry applies to the pantry. The contractor is to provide shelving on 3 walls as shown in the drawing. Each shelf shall be 2'-0" deep and located at 24", 42", 60" & 72" above finish floor.
- 5. Section 062402 does not apply to this project.
- 6. Stainless steel tables shall be changed to 4 tables at 24" x 96" each (standard sizes) with turn down edge and bottom shelf. Table shall be bolted together to make 1 16' x 4' unit. Tables shall also be bolted to floor with manufacturer's accessories to prevent moving.
- 7. The contractor is to Provide 16 gauge stainless counter over 2 layers of 3/4" plywood substrate. Counter to have turn down edges and smooth corners.
- 8. An Asbestos inspection has been conducted please find attached report.
- 9. A Lead inspection has been conducted please find attached report.
- 10. All trusses and framing are visible. All venders had the opportunity to inspect the building for themselves at the problet meeting. The building has not been tested for mold and it will be up to the contractor to deal with if it is encountered during demolltion.
- Type A doors are exterior doors and will not have glazing. Remove portion of specifications that refers to glazing in doors.

Cabwaylingo State Forest Proposed New Dining Hall Construction 4/12

- 12. The drawings have not been submitted to the Fire Marshall yet. They will be submitted prior to construction commencement.
- 13. Soil Compact shall be as follows: Exterior areas be placed and compacted to a minimum of 95% of the Standard Proctor max, dry density for the material. The compaction requirements are indicated in Section 02300, paragraph 2.5."
- 14. The Construction Stormwater regulations require that a Notice of Intent be prepared and filed with the WYDEP for projects which will have a disturbed acreage of between 1 and 3 acres. Therefore this project will not require a stormwater construction permit.

This does not preclude the contractor's requirements for the installation and maintenance of adequate crosion and sediment controls for the project. These are indicated on the drawings and the contractor will be responsible for installing and maintaining these controls during the term of the work.

- 15. Builders Risk shall be included.
- 16. There is a two year maintenance bond required for the roofing.
- 17. The contractor should provide their own shelter. The dorms will be closed for the season,
- 18. The contractor may use power from the facility for this project.
- 19. The contractor may use water from the facility for this project as long as the weather allows. The contractor should plan on providing their own water once temperatures drop.
- A representative from the General Contractor shall be on site while work is being performed.
- 21. No insulation required for interior walls
- 22. Light broom finish shall be required on the concrete slab to reduce slick hazards.
- 23. This project is <u>not</u> a LEED project. All reference to LEED can be eliminated from specifications.
- 24. FSC certified lumber can be eliminated from the specifications.

April 2012

Cabwaylingo State Forrest Proposed New Dining Hall Construction

SECTION 02361 - TERMITE CONTROL

PART L-GENERAL

1.1 SUMMARY

A. This Section includes soil treatment for termite control.

1.2 SUBMITTALS

- A. Product Data: For each product indicated, including EPA-Registered Label.
- B. Product certificates.
- C. Soil Treatment Application Report: After application of termiticide is completed, submit report for Owner's record information, including the following as applicable:
 - 1. Date and time of application.
 - 2. Moisture content of soil before application.
 - 3. Brand name and manufacturer of termiticide.
 - 4. Quantity of undiluted termiticide used.
 - 5. Dilutions, methods, volumes, and rates of application used.
 - 6. Areas of application.
 - 7. Water source for application.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: A pest control operator who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment in jurisdiction where Project is located.
- B. Regulatory Requirements: Formulate and apply termiticides, and label with a Federal registration number, to comply with EPA regulations and authorities having jurisdiction.

1.4 WARRANTY

A. Soil Termiticide Special Warranty: Manufacturer's standard form, signed by applicator and Contractor, certifying that applied soil termiticide treatment will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered within five years from date of Substantial Completion, re-treat soil and repair or replace damage caused by termite infestation. Cabwaylingo State Forrest Proposed New Dining Hall Construction

April 2012

PART 2 - PRODUCTS

2.1 TERMITE CONTROL

A. Soil Treatment: EPA-registered termiticide complying with requirements of authorities having jurisdiction, in a soluble or emulsible, concentrated formulation that dilutes with water or foaming agent. Use only soil treatment solutions that are not harmful to plants.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove all extraneous sources of wood cellulose and other edible materials such as wood debris, tree stumps and roots, stakes, formwork, and construction waste wood from soil and around foundations.

3.2 SOIL TREATMENT APPLICATION

- A. Apply soil treatment at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to the product's EPA-Registered Label.
 - 1. Mix termiticide solution to a uniform consistency.
 - Apply to produce a continuous horizontal and vertical termiticidal barrier or treated zone around and under building construction. Distribute the treatment evenly.
 - Slabs-on-Grade: Under ground-supported slab construction, including footings, building slabs, and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.
 - 4. Foundations: Adjacent soil including soil along entire inside perimeter of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footers, piers and along entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.
 - 5. Masonry: Treat voids.
 - Penetrations: At expansion joints, control joints, and areas where slabs will be penetrated.
- B. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.
- C. Protect termiticide solution, dispersed in treated soils and fills, from being diluted until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.

Cabwaylingo State Forrest Proposed New Dining Hall Construction April 2012

- D. Post warning signs in areas of application.
- E. Reapply soil treatment solution to areas disturbed by subsequent exeavation, grading, landscaping, or other construction activities following application.

END OF SECTION 02361



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(c) 4/27/12 ASSOCIATED ARCHITECTS, INC.

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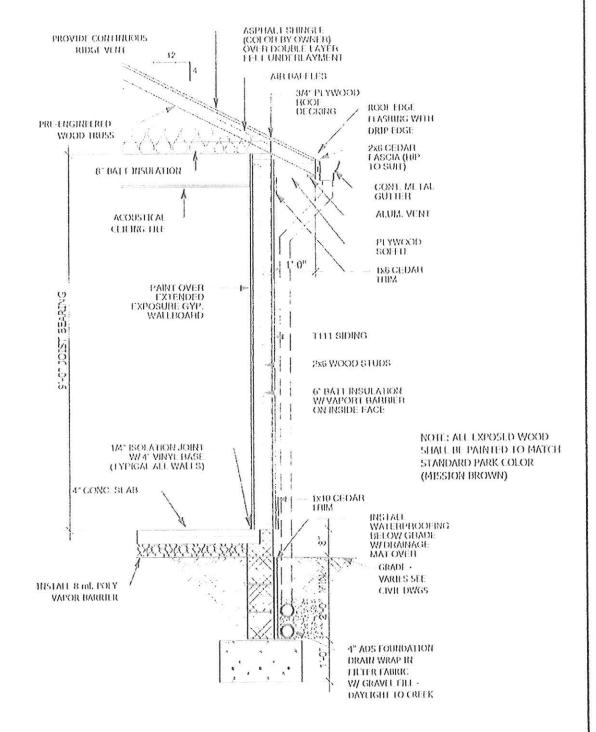
PROPOSED KITCHEN AND DINING HALL CONSTRUCTION AT

CABWAYLINGO STATE FOREST

DUNLOW,

WEST VIRGINIA

PHERENCE A2.1



52 B Street 51, Albans, WV 25177 Office: 304,722,3602 Fax: 304,722,3603

April 26, 2012

Arie Margolis Associated Architects, Inc 318 Lee Street West Charleston, WV 25302

Re: Cabwaylingo

Dear Arie:

Please include the following items in your next addendum.

Drawings:

1. Sheet P1.1

- a. Kitchen 102; Label floor drain at Dishwasher 3"FD-B.
- Refer to Plan note "D"; omit and replace with provide 2" gas service into building. Connect 2" gas service to existing line. Field verify location prior to starting any work.
- c. Natural gas entrance; Confirm gas pressure and provide regulator if pressure exceeds 11" W.C., Regulator shall have capacity to regulate 940 MBH to 7" W.C.,

Sheet P2.1

 Plumbing Fixture Schedule; Omit "existing fixture to be relocated" and replace with the following.

Provide: 3 Compartment Sink, John Boos Model 43PB18244-2D30.

Sink, (3) 18" wide x 24" front-to-back x 14" deep compartments, (2) 30" drain boards, 10" high boxed backsplash with 45degree top and 2" return, (20 sets faucet holes, 14/300 stainless steel, 1-5/8" OD stainless steel legs with 1 " OD adjustable side and front bracing fully welded front apron and adjustable stainless steel feet, NSF.

3 each Lever waste, 2", straight action

3 each - Lever waste support and arm bracket

Leach Overshelf, 12" deep, tubular, stainless steel, cantilevered thru splosh

1 cach Sink mixing faucet, with 12" swing nozzle, wall mounted, 8" center on sink Faucet with _" IPS CC male inlets, lever handles.

Approved equal: Southern Stainless

- Water Heater Detail; Omit and replace with Gas Water Heater Detail. See sketch SK-P1.
- c. Refer to Pixture Schedule; add L-2 lavatory; Bradley LAV6101FM-R1-1/2PN-AB-T-NH-4"SET-BB, Stainless steel wall mount lavatory, punched 4" centers, 1_" NH p-trap, angle braces, waste tailpiece. Provide same faucet as specified for Lavatory L-1.

3. Sheet M1.1

- Refer to Plan Note "D"; Omit and replace with new Kitchen Hood furnished by mechanical Contractor, refer to attached sketches SK-M1 & SK-M2.
- Refer to Plan Note "c"; Omit and replace with new Ansul System furnished by mechanical Contractor, refer to attached sketches SK-M1 & SK-M2.

4. Sheet E2.1

- a. Water heater; Omit einenit MP-31,33 and disconnect serving water heater. Replace with circuit MP-31, IP-20A breaker, 2-#12 & #12 GND in _" conduit and provide (2) receptacles @ 72" to serve gas water heaters in same location as electric water beater. Provide spare IP-20A breaker for MP-33 space in panel.
- b. Refer to Plan Note "F" Omit and replace with, Electrical Contractor is responsible for new Kitchen Hood and Ansul System electrical requirements. Electrical Contractor shall provide Relay and associated Fire Alaum interface. Refer to sketches SK-M1 and SK-M2 attached. Utilize circuits MP-28 & MP-34.
- c. Freezers/Coolers: Relocate Freezers/Cuolers efreuits to generator panel "GP". See attached sketches SK-E1 and SK-B2. Circuits MP-13, MP-14 and MP-20 shall be marked as spare.
- d. Provide 2P/60-Amp, 240-volt breaker to feed generator panel "GP". Use circuit MP-21,23.
- e. Mount generator panel "GP" next to Panel "MP".

Sheet E2.2

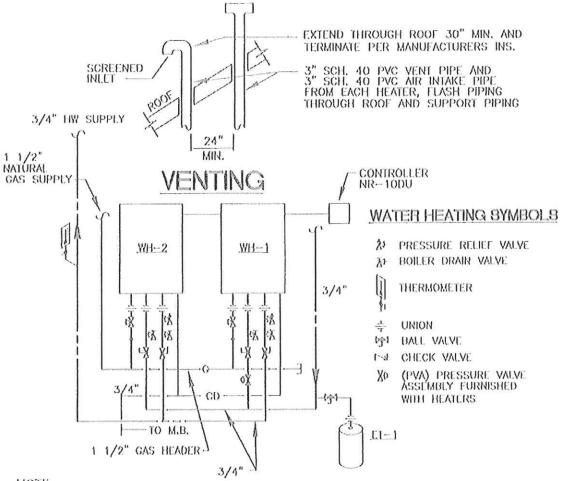
a, Refer to Electrical Riser: Omit and replace with SK-E1.

End of Addendum

WATER HEATING EQUIPMENT

WH-1 & WH-2 WATER HEATERS: NAVIEN NP-240 INSTANTANEOUS HEATER; 98% EFFICIENCY; CONDENSING; DUAL STAINLESS STEEL HEAT EXCHANGER; CONCENTRIC VENTING; COMPLETE WITH RECIRCULATION PACKAGE; TWO MICROPROCESSOR CONTROL; AIR PRESSURE SENSOR ON COMBUSTION AIR; GAS PRESSURE SENSOR; LEAK DETECTOR; AIR INTAKE FILTER; 5.9 GPM @ 65' TEMPERATURE RISE; 15 YEAR HEAT EXCHANGER WARRANTY; 5 YEAR WARRANTY ON PARTS AND COMPONENTS; 1 YEAR LABOR WARRANTY. 199 MBH INPUT; 3" PVC INTAKE AND EXHAUST.

ET-1 EXPANSION TANK: AMTROL ST-5-C



NOTE:

SCHEMATIC ONLY, WATER HEATING SYSTEM SHALL BE INSTALLED PER MANUFACTURERS WRITTEN INSTRUCTIONS.

WATER HEATER SCHEMATIC

NTS



Harper

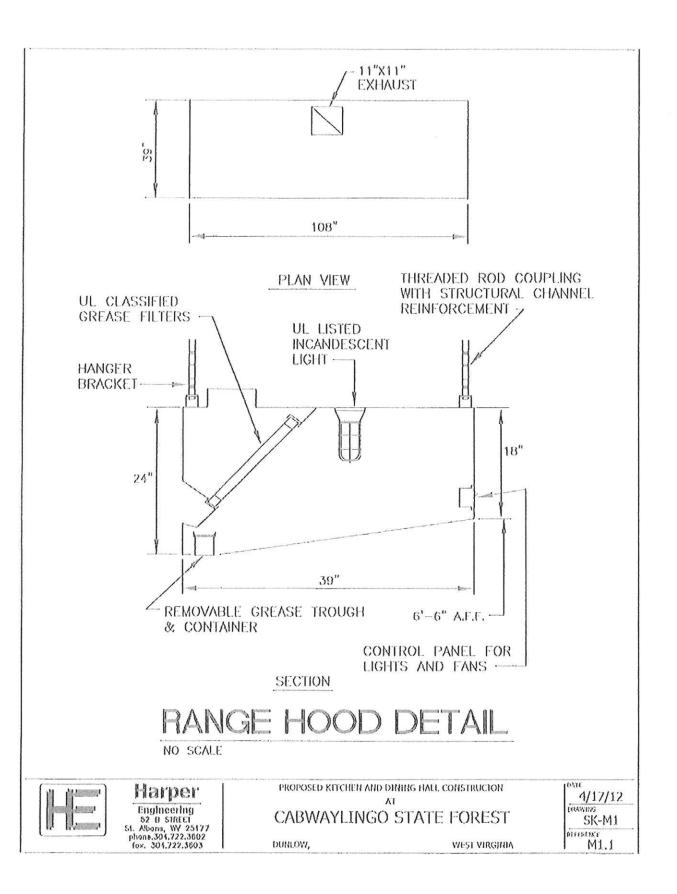
Engineering 62 B Shreet St. Abans, WV 25177 phons.304,722,3602 fox. 304,722,3603 PROPOSED KITCHEN AND DINING HALL CONSTRUCION

CABWAYLINGÓ STATE FOREST

DURLOW,

WEST VIRGINIA

4/17/12
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SK-P1
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P2.1





Harper Engineering 52 B Status St. Abons. W 26177 phone.301,722,3602 (ov. 304,722,3603

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CABWAYLINGO STATE FOREST PROPOSED KITCHER AND DIBING HALL CONSTRUCION AT

4/17/12 4/17/12 658-M2 6584-M2 M1.1

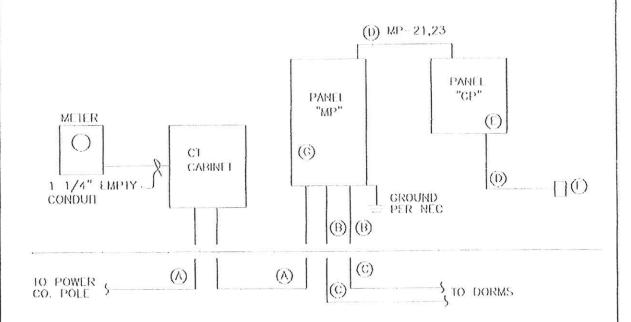
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MARK	MANUFACTURER	MODEL NO.	WEGHT	LENGTH	WETH	HEGHT	CFM	@0 @0	ON VOLTS/PHASE		SIZE	NOTES
H-1	GREENHECK	GHEW-T	280 LBS	108*	39 "	18"/24"	1,350	0.4	120V/10	1	11"X11"	1.2

NOTE:

- 1) 18GA, STAINLESS STEEL TAPERED WALL HOOD WITH THREE INCANDESCENT LIGHT FIXTURES; FAN AND LIGHT SWITCH; FILTERS.
- 2) WITH REMOTE WALL MOUNTED CHEMICAL FIRE SUPPRESSION CABINET.

RISER NOTES:

- (\tilde{A}) 1 4" CONDUIT WITH 3 500MCM.
- (B) 1 1 1/2" CONDUIT WITH 3 ||2| + ||8| GRD.
- (C) INTERCEPT EXISTING UNDERGROUND CONDUITS TO DORMS. PULL NEW FEEDERS TO DORMS.
- ($\overline{0}$) 1 = 1" CONDUIT WITH 3 #6 + #10 GRD
- (E) PROVIDE 60-AMP, 240-VOLT GENERATOR PANEL WITH GROUND BAR (SQUARE D #QO48M60DSGP OR EQUAL).
- (f) PROVIDE A 60-AMP, 240-VOLT PORTABLE GENERATOR PLUG ON EXTERIOR OF BUILDING.
- (G) PROVIDE 2P/GO-AMPS, 240-VOLT BREAKER TO FEED GENERATOR PANEL "GP". USE CIRCUIT ∦ MP-21,23.



ELECTRICAL RISER

NOT TO SCALE



Harper

Engineering 52 ti Street St. Albons, WV 25177 phone.304.722.3602 fox. 304.722.3603 PROPOSED KITCHEN AND DIRING HALL CONSTRUCTON

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CABWAYLINGO STATE FOREST

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94/17/12 04/00/53 SK-E1 01/00/66 E2,2

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2. All conduit size. 314 inch minimum except as noted. 3120 3. Ground faut interrupting aircuit breaker. 4. Spare ofrcut breaker. 5. Space only.	Total Load-Odd Grouf	1,580	4.	wrest	e: #12.4	WGH	nimam e	xcept.	as note	v.				1860	Total Load-Even Oro
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Englneering 52 B SIRCU St. Albans, WV 25177 phone 304.722.3602 fox. 304.722.3603

PROPOSED KITCHER AND DIRING HALL CONSTRUCION

CABWAYLINGO STATE FOREST

DUNLOW,

WEST VIRGINIA

4/17/12 SK-E2 E2.2



ASBESTOS REPORT

Report Date:	Project Number:	Asbeste	os Present:
11-28-2011	11-593		Yes
Property Owner:	Property Address:	$X \square$	No
WV-DNR 324 4 th Avenue	4279 Cabwaylingo Park Road		Friable
S. Charleston, WV	Dunlow, WV		Non-Friable
			Presumed
Mr. Brian Carney of the WV – DI Cabwaylingo Park Road, Dunlow	SYNOUSIS NR requested an asbestos inspection , WV. There was no asbestos detec	n for the	building at 4279 ais building.
IMPORTANT: This document is intended sensitive information that is privileged, confidential	only for the individual or entity to which it is directly, and/or proprietary. Dissemination, distribution, offer employee or agent of such recipient, is prohibite.	ted This d	ocument contains competition on this document by anyone
Selector Dat Asbestos Inspector Dat License #: ALOOGO43	1-28-17 (Medicinal)		1 128.11 Date



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Section 2	Scope	4
Section 3	Definitions of Terms, Abbreviations, and Symbols	5
Section 4	Sample Collection and Analysis	6.7
Section 5	Photographs/Drawings	8

Appendices

Appendix	Title	
Appendix 1	Laboratory Results	
Appendix 2	Certification/License	
Appendix 3	Summary of ACM Materials	



Section 1 - Executive Summary

Below is a summary of the data and analysis presented in this document. Additional details are provided in the following sections.

Bulk Sample Concentrations

Astar Abatement, Inc. (Astar) collected bulk samples of suspect materials. Eighteen (18) sample(s) of suspect materials were collected from the structure as described in Section 4 Data Collection and Analysis.

The collected samples were forwarded to EMLab PK, located in San Bruno, CA, for analysis. Table 1 in APPENDIX 3 presents a synopsis of the laboratory data. The results that indicate regulated asbestos containing materials are in highlighted in red.

Conclusions

The analytical results indicate that none of the materials identified in this report are asbestos containing. Current laws and regulations require the removal of asbestos containing materials (ACM) prior to any renovation or demolition activities which may disturb these materials. If removal of ACM is necessary, a West Virginia Bureau for Public Health (WVBPH) licensed asbestos abatement contractor should be contracted to perform the removal work and submit necessary regulatory notifications. If the property is a single family dwelling and the occupant is also the owner, he/she must contact the West Virginia Bureau for Public Bealth to get a waiver in order to perform the removal themselves. The WVBPH, Office of Radiation, Toxins and Indoor Air may be reached at 304-558-2981.

Caution should be exercised during the renovation/demolition activities in the event materials not identified in this report, known, assumed, or suspected to contain asbestos are exposed during these activities. In the event additional suspect material is discovered during this activity, work with the potential for disturbance should be stopped until sampling and analysis has been performed.



Section 2 - Scope of Work

In response to a request from WV- DNR, Astar conducted a complete asbestos inspection of the property on 4279 Cabwaylingo Park Road, Dunlow, WV.

The purpose of the inspection was to determine if asbestos containing materials were present prior to demolition. This report represents the results from a full inspection of interior and exterior areas performed in accordance with all established rules and regulations.

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Astar Abatement, Inc. and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or benefit nor is to be relied upon to ascertain the condition of the property. Astar Abatement, Inc., their employees, agents and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind,

Indemnification:

Astar Abatement, Inc., its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Astar has been advised of the possibility of such damages), resulting from: 1) the use or the incapability to use this document or previously related documentation issued by Astar; 2) statements or behavior of any third party; or 3) any other matter relating to our efforts regarding the referenced property. On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Astar for the preparation and publication of this specific document.

Every attempt was made to gain access to each and every area or to access representative materials entering or leaving such areas. Astar Abatement, Inc. accepts no liability nor makes any claims regarding asbestos or suspect materials that were not accessible during the inspection process. Especially if such material was located behind or within walls, concrete deeks, sub-floors, chases, or was otherwise generally inaccessible without destructive sampling.

The information in the report or portions thereof may be required to be included in the notifications to contractors or other visitors to the building(s). This report is not intended to be used as a specification or work plan for any of the work suggested or recommended in this report.

This report is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do no exist at the premises.

Page 4
Post Office Box 13533
Sissonville, West Virginia 25360



Section 3 Definitions of Terms, Abbreviations, and Symbols:

PLM: Polarized Light Microscopy. Standard methodology for analyzing suspect materials for asbestos content.

Limited Scope: Only certain area(s) of the structure was inspected as per the owner's request. Any suspect material in the remaining area must be considered to be asbestos containing until proven otherwise.

Complete Inspection: Inspection of all areas of the structure including interior and exterior materials and all other areas generally accessible.

ND: None Detected - the level of asbestos was below the detection limit of the analytical method.

<(Left Pointer): Less than ...

EPA: United States Environmental Protection Agency

RACM: Regulated Asbestos Containing Material - Any material containing greater than 1% of asbestos.

Friable: Any material, when dry, that can be crushed, crumbled or reduced to powder by hand pressure.

Category I Non-Friable: Resilient floor covering, roofing, gaskets or packings.

Category II Non-Friable: All other non-friable asbestos containing materials.

WVBPH: West Virginia Bureau for Public Health - Radiation, Toxics and Indoor Air Division

Sq. Ft. (sf): Square feet

Ln. Ft.(If): Linear feet

TSI: Thermal System Insulation

Ptgs: Pittings



Section 4 - Sample Collection and Analysis

This section presents a summary of the sample collection and analysis tasks.

Laboratory Requirements

A laboratory experienced in the analysis of building materials and maintaining traceable quality control documentation is necessary to establish a reliable chain of evidence. The laboratory shall successfully participate in the American Industrial Hygiene Association (AIHA) bulk asbestos quality assurance program or the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP accreditation is required for the analysis of public or private school samples (K-12).

Summary of Data Collection and Analysis

Astar collects samples of suspect materials that may contain asbestos fibers according to the table below:

Est. Quantity of Surfacing Materials	# Samples
<1,000 sq. ft.	3
1,001 sq. ft 5,000 sq. ft.	5
≥5,000 sq. ft.	7
Thermal System Insulation	
Per Homogeneous area	3
Per 6 ln. ft. patch	1
Miscellaneous & Non-friable	
Per Homogeneous area	1 4
The inspector shall insure that the samples taken were "sufficient to determ the material contains asbestos."	

The sample(s) were collected and placed in a clean, scalable container and labeled with a unique identifying number. This sample number was then recorded on the Sample Chain of Custody (COC) and when conditions permit on the sample location to permit identification of the material in the future. To avoid the potential release of asbestos fibers, Astar performs bulk sampling of suspect material in accordance with generally accepted procedures outlined in the Asbestos Hazard Emergency Response Act (AHERA). Additional information may have also been recorded including the date of the inspection, inspector's name, building name or number, description and location of the material being sampled and quantity of material. The location of the sample may also be recorded on a drawing.

Analysis of Samples

Bulk samples were submitted to the laboratory for analysis by PLM with dispersion staining (EPA-600/R-93/116). The EPA currently recommends this method for the determination of asbestos in bulk samples of suspect materials, can be used for the qualitative identification of the six (6) different types of asbestos fibers: Chrysotile, Amosite, Crocidolite, Anthophyllite, Tremolite and Actinolite. This method specifies that the asbestos content will be estimated and reported as a finite percentage (rounded to the nearest percent) within the range of zero to one hundred percent (0%-100%).

The results of the bulk sample analysis are reported in the laboratory report located in the Appendix of this report. The report includes the sample number, laboratory assigned number along with the asbestos

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Sissonville, West Virginia 25360



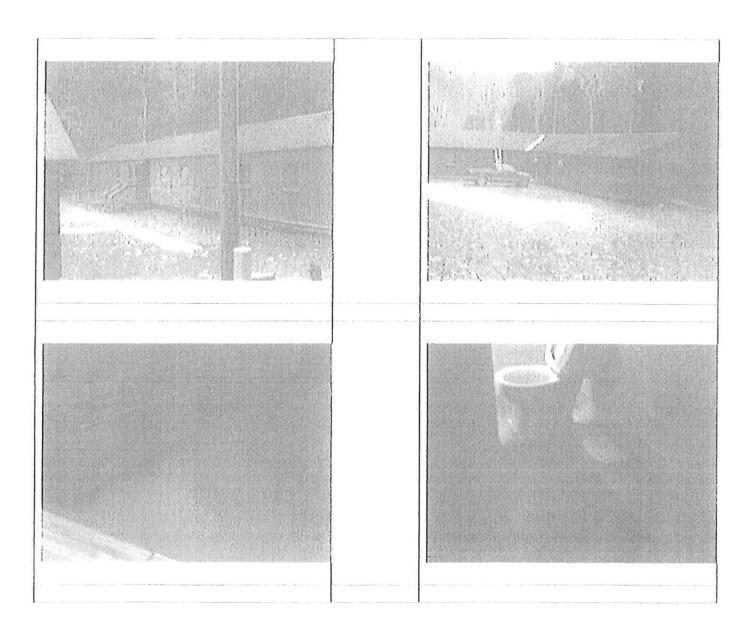
content of each sample. If a bulk sample contained more than one distinct layer of material, each layer was analyzed separately. This separation resulted in a total number of eighteen (18) samples being analyzed.

The EPA recommends for bulk samples containing less than ten percent (<10%) of asbestos, the sample be analyzed by the point count method reference PLM, EPA 600/R-93/116. This analytical method is a more accurate way of determining the actual asbestos content percentage. For this particular project, 0 sample(s) was/were analyzed using the point count methods. A copy the laboratory results and the chain of custody are located in the Appendix.



Quality Safety Reliability

Section 5 - Photograph/Drawings



ASTAR ABATEMENT, INC

Quality Safety Reliability

ASTAR Abatement, Inc.
Site: CAMURYLING PARE, DISMON, WV Job 11- 11- 5931594 Insp: PA6/1113 Date: 11-9-11 A SAMPLE LOCALIER FORKER ASBESTES CONTAINING THE HERALL

> Post Office Box 13533 Sissonville, West Virginia 25360



Appendix 1 Laboratory Results

ASTAR ABATEMENT, INC Quality Safety Reliability

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PD Box 12533 Slissonyme, WV 25360 Cooperate E-mail setating@verizon.net	304-984-4030 Vosco 304-684-4031 Lm

Post Office Box 13533 Sissonville, West Virginia 25360



Report for:

Mr. Grog Pauloy Astar Abatement, Inc. P. O. Box 13533 Sissonville, WV 25360

Regarding:

Project 11-593 EMLID: 854296

Approved by:

Lab Manager Dr. Kamashwaran Ramanathan Dates of Analysis: Asbestos-EPA Method 600/R-93/116: 11-14-2011

Service SOPs: Ashestos EPA Method 600/R-93/116 (EPA-600/M4-82-020 (SOP 01264))

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results rotate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating parcentages by polarized light interescopy. Measurement uncertainty data can be provided when requested

EMLab P&K ('the Company') shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Document Number: 200091 - Revision Number, 5

FMLab P&K, LLC

EMLab ID: 854296, Page 1 of 5



EMI.ab P&K

1150 Baybill Drive, Suite 100, San Bruno, CA 94066

(866) 888-6653 Fax (650) 829-5852 www.cmlab.com Date of Submittal: 11-09-2011

Client: Astar Abatement, Inc. C/O: Mr. Greg Pauley

Date of Receipt: 11-10-2011

Re: 11-593

Date of Report: 11-15-2011

ASBESTOS PLM REPORT; EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Total Samples Submitted: 18

Total Samples Analysed: 18

Total Samples with Layer Asbestos Content > 1%:

Location: 593-01, 12x12 floor file gray/with yellow mastic Lab ID Version1, 1790176-1 Ashestos Content Sample Layers NI) Yellow Mastic NI) Gray Floor Tile Sample Composite Homogeneity: Good

Location: 593-02, 12x12 floor tile gray/with yellow mastic Lab ID Version; 3790175-1 Ashestos Content Sample Layers Yellow Mastic NI) Gray Floor Tile NI) Sample Composite Homogeneity: Good

Location: 593-03, 12x12 floor tile gray/with yellow mastic

Lab ID-Version (3790178-1

Sample Layers	Ashestos Content
Yellow Mastic	ND
Gray Floor Tile	ND
Sample Composite Homogeneity:	Good

Location: 593-04, 12x12 floor tile white/with vellow mastic

Lab ID-Version 1, V790 179-1

Asbestos Content
ND
ND
ul

The results relate only to the items tested. Interpretation is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the elient to claim product certification, approval, or endorsement by NMLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. EMI ab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no tibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed.

A "Version" indicated by "s" after the 1 ab 1D# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "s".

LMI ab P&R. LLC

EMILab ID 854296, Page 2 of 5



1150 Bayhill Drive, Suite 100, San Bruno, CA 94066

(866) 888-6653 Fax (650) 829-5852 www.emlab.com

Client: Astar Abatement, Inc. C/O: Mr. Greg Pauley

Date of Submittal: 11-09-2011 Date of Receipt: 11-10-2011 Date of Report: 11-15-2011

Re: 11-593

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Lab ID-Version | 3790480-1 Location: 593-05, 12x12 floor tile white/with yellow mustic

Sample Layers	Ashestos Content
Yellow Mustic	CP/A
Beige Fluor File	RD.
Sample Composite Homogeneity:	Gnod

Lab ID Version; 3790181-1 Lucation: 593-06, 12x12 floor tile white/with yellow mastic Asbestos Content Sample Layers NI) Yellow Mastic ND Beige Floor Tile Sample Composite Hamogeneity: Good

Lab ID-Version!, 1790 IS2-1 Location: 593-07, 12x12 floor tile green/with yellow mastic Sample Layers Asbestos Content Yellow Mastic NI) ND Green Floor File Sample Composite Homogeneity; Good

Ush ID-Version; 3790483-1 Location: 593-08, 12x12 floor tile green/with yellow mastic **Ashestos Content** Sample Layers Yellow Mustic ND ND Green Floor Tile Sample Composite Homogeneity: Good

The results relate only to the items tested, Interpretation is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. FMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. { A "Versian" indicated by β 'x" after the 1-ab $1D\theta$ with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

EMI ab P&R, LTC

1 ML ab ID: 854296, Page 3 of 5



1150 Bayhill Drive, Suite 100, San Bruno, CA 94066

(866) 888:6653 Fax (650) 829-5852 www.emlab.com

Client: Astar Abatement, Inc. C/O: Mr. Greg Pauley

Re: 11-593

Date of Submittal: 11-09-2011 Date of Receipt: 11-10-2011 Date of Report: 11-15-2011

ASBESTOS PLM REPORT; EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: 593-09, 12x12 floor tile green/with yellow mas	tle Lab (D. Version) Cop (18.1.)
Sample Layers	Ashestas Content
Yellow Mastic	ND
Green Floor File	KD
Sample Composite Homogeneity:	Good

Lab ID-Veesing 3390485-1 Location: 593-10, Roofing shingles-brown Asbestos Content Sample Layers Black Roofing Shingle ND Composite Non-Ashestos Fibrous Content; 45% Glass Fibers Sample Composite Homogeneity: Good

Lab ID-Version; 3790186-1 Location: 593-11, Roofing shingles-brown Asbestos Content Sample Layers ND Black Rooting Shingle Composite Non-Ashestos Fibrous Content: 45% Glass Fibers Sample Composite Homogeneity: Good

Lab ID Version: 3 2018 / 1 Location: 593-12, Roofing shingles-brown Ashestos Content Sample Layers NI Black Roofing Shingle Composite Non-Ashestox Fibrous Content: 45% Glass Fibers Sample Composite Homogeneity: Good

Eab ID-Version; 3/9/188/1 Location: 593-13, Roofing felf-black Ashestos Content Sample Layers ND Black Roofing Felt Composite Non-Ashestos Fibrous Content: 95% Cellulose Sample Composite Homogeneity: Good

The results relate only to the items tested. Interpretation is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by BVLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. EMI ab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. $\{A^{*}Version^{*}\}$ indicated by "x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

EMLab P&K, LLC

TAIL ab 1D: 854296 Page 4 of 5



1150 Bayhill Drive, Suite 100, San Bruno, CA 94066 (866) 888-6653 Fax (650) 829-5852 www.emlab.com

Client: Astar Abatement, Inc C/O: Mr. Greg Pauley Re: 11-593

Date of Submittal: 11-09-2011 Date of Receipt: 11-10-2011 Date of Report: 11-15-2011

ASBESTOS PLM REPORT; EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Lah ID-Version 1, 3790489-1 Location: 593-14, Roofing felt-black Asbestos Content Sample Layers ND Black Roofing Felt Composite Non-Asbestos Fibrous Content: 95% Cellulose Sample Composite Homogeneity: Good 1 ab ID-Version; (19)1190-1 Location: 593-15, Roofing felt-black Ashestos Content Sample Layers NI Black Roofing Felt Composite Non-Ashestos Fibrous Content: 95% Cellulose Sample Composite Homogeneity: Good Lab ID Version; 3790491-1 Location: 593-16, Window caulking Ashestos Content Sample Layers ND Beige Window Putty with Paint Sample Composite Homogeneity: Good

Location: 593-17, Window caulking	Lab ID Version (3.290392)
Sample Layers	Ashestos Content
Beige Window Putty with Point	ND
Samule Composite Homogeneity: Go	nod

Location: 593-18, Window caulking	Lab H) Version (3,790 193-1
Sample Layers	Ashestos Content
Beipe Window Putty with Paint	ND
Sample Composite Homogeneity: Go	nod

The results relate only to the items tested. Interpretatum is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. EMLab P&K reserves the right to dispuse of all samples after a nerted of thats (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. § A "Version" indicated by "s" after the 1 ab ID# with a value prenter than 1 indicates a sample with amended data. The revision number is reflected by the value of "S".

EMI ab P&K. LLC

EMILab ID: 854296, Page 5 of 5



Appendix 2 Certification/License



106020 x

'ssued

Expires

WEST VIRGINIA

Aspestos Program

Robert A. Gerwig

A1006042

L IS LICENSED AS AN.
42 ASSESTOS INSPECTOR

2..

9,27,2010

9/30/2011

sension was an expension

is Certificate is Awarded to Robert A. Gerwig

Who has successfully completed the below course with a scare of 70% or better. This course is West Virginia and EPA approved and meets the requirements setfanth in 40 CFR Part 763 (AMERA) for purposes of accreditation required under TSCA Title II. This course was conducted by Astar Abatement, Incorporated.

Asbestos Building Inspector Refresher

Course Start Date

4/5/2011

Exam Date

4.5/201

Expiration Date

4/5/2012

Jeff G. Barley

AND Carling

Total Hours

Certificate Number AC13107-401

ASTAR ABATEMENT, INC

grants father Relations

Post Office Box 13533

Sissenville, West Virginia 25360 Phone: (304) 984-4030

Fan: (304) 984-4031

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ASTAR ABATEMENT, INC



Appendix 3 SUMMARY OF ACM MATERIALS



(Matalial Desagition	Sample#	Contamility	िरिस्तामी	Roum h
12"x12" Floor tile, gray w/ yellow mastic	593 01/02/03		NAD	Kitchen
12"x12" Floor tile, white w/ yellow mastic	593- 04/05/06		NAD	Wash / bedroom
12"x12" Floor tile, green w/ yellow mastic	593- 07/08/09		NAD	Bathroom
Roof shingles, brown	593- 10/11/12		NAD	Throughout
Roof felt, black	593- 13/14/15	****	NAD	Throughout
Window glazing	593- 16/17/18		NAD	Throughout

SF-Square Fect

11 Linear Leet

31 Joints NAD No Ashestos Detected

No asbestos containing materials detected for sample collected.



LEAD-BASED PAINT REPORT

Report Date: 11-11-2011	Project Number: 11-594	Lead-Based Paint/Lead Containing Materials Present:		
		\bowtie	Yes	
Property Owner: WV - DNR	Property Address: 4279 Cabwaylingo Park		No	
324 4 th Avenue S. Charleston, WV	Road Dunlow, WV		Presumed	

SAKSTRONALIGS

Mr. Brian Conley requested a lead-based paint inspection for the Dining Hall Facility at 4279 Cabwaylingo Park Road, Dunlow, WV. Refer to Section - 2, Scope of Work for detailed listing with results of surfaces detected for the presence of lead.

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Lead-Based Paint Inspector

License #: P100400

Theory Schules 11-29-2011
Per Review J Date

Post Office Box 13533 Sissonville, West Virginia 25360 Voice: 304-984-4030 1-ax: 304-984-4034 www.astarabatement.com WV022387



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Section 2	Scope of Work for LBP	
Section 3	Summary of Findings for LBP	
Section 4	Recommendations for LBP	
Section 5	Photographs/Drawings	
Appendix	Appendices	
Appendix 1	XRF Sequential Results	
Appendix 2	XRF Summary Results	
Appendix 3	XRF Distribution Report	
Appendix 4	Example Room & Component Diagrams	*
Appendix 5	Certification/License	



Section 1 - Lead Paint Inspection and XRF Testing Procedures

The U.S. Department of Housing and Urban Development (HUD) and the U.S. Environmental Protection Agency (EPA) define an inspection as a surface-by surface investigation to determine the presence of lead-based paint (see 40 CFR part 745 and Title X of the 1992 Housing and Community Development Act).

As per the EPA & HUD guidelines lead based paint is defined as a dried paint film with a lead concentration of greater than or equal to 1.0 mg/cm² or 0.5 percent by weight for this survey. Lead paint amounts were reported mg/cm² because this unit of measurement does not depend on the number of layers of non-lead based paint. OSHA defines lead containing as any material that has a measurable amount of lead present. Therefore XRF analysis is not acceptable for OSHA compliance. The owner/contractor may, at their own liability, choose to use the Sequential Results, located in Appendix 1, and make the determination that any reading above 0.00 is lead containing.

Portable XRF Testing Machines

Portable XRF lead-based paint analyzers are the most common primary analytical method for inspections because of their demonstrated abilities to:

- 1. Determine if lead-based paint is present on many different types of surfaces
- 2. Measure the paint without destructive sampling or paint removal
- 3. Provide sample results immediately and at a relatively low cost per sample

Portable XRF instruments expose a building component to X rays or gamma radiation, which causes lead to emit X-rays with a characteristic frequency or energy. The intensity of this radiation is measured by the instrument. The inspector must then compare this displayed value (reading) with the inconclusive range or threshold specified in the XRF Performance Characteristic Sheet for the specific substrate beneath the painted surface. If the reading is less than the lower boundary of the inconclusive range, or less than the threshold, then the reading is considered negative. If the reading is greater than the upper boundary of the inconclusive range, or greater or equal to the threshold, then the reading is considered positive. Readings within the inconclusive range, including its boundary values, are considered inconclusive. Because the inconclusive ranges and/or thresholds shown in the Performance Characteristic Sheet are based on 1.0 mg/cm², positive and negative readings are consistent with the HUD definition of lead-based paint for identification and disclosure purposes.

XRF Inspection Methodology

Astar Abatement, Inc. conducts LBP Inspections using XRF methodology in a strict and rigorous manner. Our inspection methodology is based on Chapter 7 of the U.S. Department of Housing and Urban Development's (HUD) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing. A typical Lead-Based Paint Inspection involves several distinct tasks:

1. Side identification: Identify perimeter wall sides with letters A, B, C, and D (or numbers or Roman numerals). Side A for single-family housing is the street side for the address. Side A in multifamily housing is the apartment entry door side. Side B, C, and D are identified clockwise from Side A as one faces the dwelling; thus Wall B is to the left, Wall C is across from Side A, and Side D is to the right of Side A. Each room equivalent's side identification follows the scheme for the whole housing unit.

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Because a room can have two or more entries, sides should not be allocated based on the entry point. For example, giving a closet a side allocation based on how the room is entered would make it difficult for another person to make an easy identification, especially if the room had two closets and two entryways.

- 2. Room Equivalent Identification: Room equivalents should be identified by both a number and a use pattern (for example, Room 5-Kitchen). Room 1 is always the exterior. As the inspector enters the structure to be inspected, room 2 is to be the room which contains the entry door to the dwelling or facility. Each subsequent room equivalent is then numbered. Room 3 is designated as the room which is nearest to the left hand side of Room 2 (if facing the dwelling with back towards the dwelling's primary entrance). Room numbering is then continued in a clockwise fashion. If multiple closets exist, they are given the side allocation: for example, Room 3, Side C Closet, The exterior is always assigned a separate room equivalent identifier.
- Sides in a Room: Sides in an interior room equivalent follow the overall housing unit side allocation.
 Therefore, when standing in any four-sided room facing Side C, the room's Side A will always be to the rear, Side B will be to the left, and Side D will be to the right.

See Appendix 4 for an example diagram of a room and common components such as the inspector utilizes.

Using the XRF device, the inspector collects readings from all testing combinations in Room 1. When all testing combinations are tested, the inspector then continues the inspection with the remaining room equivalents. The inspection is finished when all testing combinations in the dwelling or facility have been tested.



Section 2 - Scope of Work

In response to a request from Brian Conley, Astar conducted a complete lead paint inspection of the property on 4279 Cabwaylingo Park Road, Dunlow, WV. This report represents the results from the complete inspection performed in accordance with all established rules and regulations. The inspection was characterized by a close visual inspection of all accessible areas. Suspect paints were sampled and inventoried for quantity and condition.

The inspection for lead-based paint included the following locations:

- 4 Exterior (A) Door, wood, brown color fair condition (0.1 mg/cm2)
- 6 Exterior (A) Wall, wood, brown color paor condition (0.1 mg/cm2)
- 7 Exterior (A) Window sash, wood, brown color poor condition (0.3 mg/cm2)
- Εxterior (A) Window sill, wood, brown color poor condition (0.2 mg/cm2)
- 9 Exterior (B) Door, wood, brown color poor condition (0.1 mg/cm2)
- 10 Exterior (B) Wall, wood, brown color fair condition (0.2 mg/cm2)
- 12 Exterior (B) Window vasing, wood, brown color poor condition (0.2 mg/cm2)
- 14 Exterior (D) Wall, wood, brown color fair condition (0.1 mg/cm2)
- 16 Exterior (D) Window casing, wood, brown color poor condition (0.2 mg/cm²)
- 19 Interior Room 5 Dining Half Door, wood, brown color fair condition (0.2 mg/cm2)
- 21 Interior Room 5 Dining Hall Window sash, wood, white color fair condition (2.4 mg/cm2)
- 29 Interior Room 6 Dining Itall Window sush, wood, white color Init condition (0.1 mg/cm2)
- 36 Interior Room 7 Kitchen Door, wood, brown color fair condition (0.1 mg/cm2)
- 40 Interior Room 7 Kitchen Window sash, wood, white color Inir condition (0.2 mg/cm2)
- 42 Interior Room 8 Wash Room Wall (C), wood, white color intact condition (0.1 mg/cm2)
- 50 Interior Room 10 Bedroom Door (B), wood, white color fnb condition (0.4 mg/cm2)
- 53 Interior Room 11 Bathroom Door (B), wood, white color fair condition (0.1 mg/cm2)
- 54 Interior Room II Bathronn sink, metal, white color fair condition (4,0 mg/cm2)

Conclusion: The following are indicated painted surfaces containing lead:

- All exterior surfaces painted brown in color
- All interior door and window units (painted brown or white)
- · Bathroom sink unit

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Astar Abatement, Inc. and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or benefit nor is to be relied upon to ascertain the condition of the property. Astar Abatement, Inc., their employees, agents and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind.

Indemnification:

Page 5
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Astar Abatement, Inc., its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Astar has been advised of the possibility of such damages), resulting from:

- The use or the incapability to use this document or previously related documentation issued by Astar;
- 2. Statements or behavior of any third party; or
- Any other matter relating to our efforts regarding the referenced property. On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Astar for the preparation and publication of this specific document.

Every attempt was made to gain access to each and every area or to access representative materials entering or leaving such areas. Astar Abatement, Inc. accepts no liability nor makes any claims regarding materials that were not accessible during the inspection process. Especially if such material was located behind or within walls, concrete decks, sub-floors, chases, or was otherwise generally inaccessible.

This report is not intended to be used as a specification or work plan for any of the work suggested or recommended in this report. It is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do no exist at the premises.



Section 3 - Summary of Findings for Lead-Based Paint

Lead Based Paint was detected in the following painted surfaces (>1.0 mg/cm2 as per EPA/HUD Standards): SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date. Report Date:

11/09/11 11/9/2011

Abatement Level:

1.0

Report No. Total Readings:

11/09/11 11:00 60 Actionable: 3 11/09/11 11:00

Job Started: Job Finished

11/09/11 11:37

teadin	0				Paint			Lead	
No	Wall	Structure	Location	Member	Cond	Substrate	Color	(mg/cm [*])	Mod
Inter	cior te	oon 005 Dini	ng Ro						
02)	2,	Window	1ef l	nonh	P	Hand	white	2.1	OH
							些		
inter	ior R	oon 011 nath	r.oon						
655	11	Sinl.	1.1 t		1.	Steel	white	4.6	OH
056	16	Sink	PEC		£°	Et co)	white	6.4	OH.
			End of	Readings	101.803				

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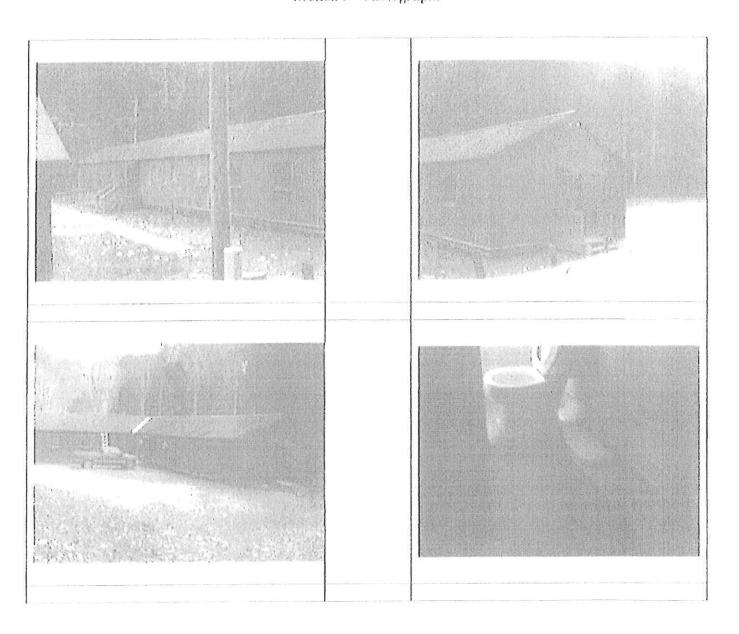
Section 4 - Recommendations for Lead Based Paint

All LBP that will be disturbed by any proposed repair/renovation should be removed in accordance with applicable federal, state and local regulatory requirements. It should be noted that personal air monitoring should be conducted when disturbing lead based paints and lead containing materials as per 29 CFR 1926.62 (OSHA).

Extreme Caution should be exercised during the repair/renovation activities, during which the above identified components may be disturbed. All necessary steps must be taken to prevent any dust, chips or debris from these materials, migrating from the repair/renovation area. Proper PPE must be worn by any worker who is involved in or working nearby the area. Caution should also be exercised in the event materials not identified in this report, known, assumed, or suspected to be lead containing or lead-based paint covered, are exposed during these activities. In the event additional suspect material is discovered during this activity, any work activity, with the potential for disturbance, should be stopped until sampling and analysis has been performed



Section 5 – Photographs



Page 9 Post Office Box 13533 Sissonville, West Virgima 25360

ASTAR ABATEMENT, INC. Quality Safety Reliability

ASTAR Abatement, Inc.
Site: CARMAYLUMA PARK , DUNLOW, WW. Joh # 11. 593/394 Insp: PAG/111 Date: 119-11 1 34 A TEST LOCATION FOR HOR

Page 10 Post Office Box 13533 Sissonville, West Virginia 25360

ASTAR ABATEMENT, INC Quality Safety Reliability

Appendix 1 XRF Sequential Results



LEAD PAINT INSPECTION REPORT

REPORT NUMBER:

11/09/11 11:00

INSPECTION FOR: WY DINE

324 AMINYEDHE

FROM CHARLESTANDY CLARE

PERFORMED AT:

AZIPY CANNAYUMGO PALI PEAD

HEREV VW, WOOMSE

INSPECTION DATE:

11/09/11

INSTRUMENT TYPE:

RMD

MODEL LPA-1

XRE TYPE ANALYZER Serial Number: 3284

ACTION LEVEL:

1.0 ma/cm²

OPERATOR LICENSE: PIOOFOO

SIGNED. Kaci. 1 d. Suit Date: 11-9-11

ASTAR ABATEMENT, INC

Quality Safety Reliability

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date:

11/09/11 11/9/2011

Report Date:

1 1/9

Abatement Level: Report No. 1.0 11/09/11 11:00

Total Readings:

60

Job Started:

11/09/11 11:00

Job Finished:

11/09/11 11:37

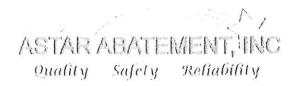
Road	Rm	tm Room				1	Lead				
No.	No.	Name	Wall	Structure	Location	Member	Contl	Substrate	Color	(mg/cm²)	Mod
)		CALIBRATION								0.7	re
2		CALIBRATION								0.8	TC
3		CALIBRATION								0.7	re
4	601	Exterior	A.	Door	LIL	u ngt	1,	Wood	Brown	0.1	QM.
5	00)	Exterior	h	Door	L£ t	Rgt cass	ig F	Bood	Brown	0.0	(214
6	00)	Exterior	λ	Wall	1.1.1		1.	Wood	Brown	0,1	QH
7	00)	Exterior	አ	Window	1,5 (Sanh	1,	Wood	Brown	0.3	QM
8	00)	Exterior	7.	Rindov	Lift	SIII	r	Wood	Brown	0.2	QM
9	002	Rusher Only	13	Door	1,f t	U Ryt.	F	Bood	Brown	0.1	OB
1.0	002	Rumber Only	13	Wall	Lift.		Y	Rood	Brown	0.2	QM
))	002	Rumber Only	В	Window	J.ft.	Sanh	Y	Wood	Brown	-0.1	NO.
12	002	Number Only	13	Window	LEC	ngt canin	g r	Kood	Brown	0.2	MO
13	003	Rumber Only	C	Wall	1.5 (F	Rood	Brown	0.0	()15
14	004	Rumber Only	D	Wall	Lif t		Y	Rood	Brown	0.1	()15
15	004	Number Only	1)	Window	LEU	Saph	p	Rood	Вкоин	0,5	OM
) 6	004	Rumber Only	D	Window	1,11	Rgt casin	g P	Wood	Brown	0.2	OM
17	004	Rumber Only	D	Door	1.11	Header	þ	Wood	Brown	0.0	QM
) []	004	Bumbox Only	n	Door	LEU	Lit casin	ig P	Food	Brown	0.0	QM
19	005	Dining Rm	Λ	Door	1.11	u Rgt	ľ	Hood	Вкомп	0.2	QM
20	005	Dining Rm	Λ	Door	LEU	Life casin	g P	Hood	white	-0.3	QM
21		Dining Wa	λ	Window	1.£ t	Sash	Y	Hood	white	2.1	OH
22	005	Dining Rm	A	Floor	lift		ì,	Wood	Grey	-0.1	Q14
23	005	Dining Ru	λ	Wall.	1.60		Y	Wood	white	.0.1	OM
24	005	Dining Rm	13	Wall	Yes t		F	Hood	white	-0.3	OR
25		Dining Rm	c	Wall	LE C		γ.	Wood	whate	0.0	QH
26		Dining Rm))	Wall	EEL		F	Hood	white	0.0	QM
27		Dining Rm	13	Door	1,11	U Rgt	1'	Rood	white	0.0	OM
28	006	Dining Rm	13	Door),EL	Rgt casir	ig P	Wood	white	.0.2	QM
29		Dining Rm	C	Window	1.1 (.	Bach	1	Wood	white	0.1	MQ
30	006	Dining Ra	1	Wall),£ (.		ľ	Hood	white	0.0	QM
31	006	Dining Rm	13	Wall),ft		J2	Hood	white	0.2	OM
32		Dining Rm	C	Hall	1.11		Is.	Bood	white	0.0	QM
33	006	Dining Rm	D	Wall	1,1.1.		1.	Rood	white	0.0	QM
34	006	Dining Rm	D	celling	1,11		I.	Rood	white	0.0	QM
35		Dining Rm	D	Ploor).1 t		1.	Wood	Grey	.0.1	OM
36		Kitchen	1)	Door	1.1.1	n ngt	ł.	Rood	Brown	0.1	QM
37		Kitchen	D	Door		Rgt canir	g r	Hood	white	0.0	QM
3.8		Kitchen	D	Uall) of t	** ***********************************	1	Wood	Groy	.0.2	QH
39		Kitchen	Ď	Wall	lift		F	Wood	white	-0.1	OM

ASTAR ABATEMENT, INC Quality Safety Reliability

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Road	Rm	m Room					Paint .	B. J. J. W.	Lead Color (mg/cm²) Mod		
No.	No.	Mame	Wall	Structure	Location	Member	Cond	Substrate	Cotor	(mg/cm·)	БЮО
40	607	Kitchen	1)	Window	1.ft	Sech	F	Wood	white	0.2	OR
41	134798000	Kitchen		Ceiling	L.f.t		1	Mood	white	\cdot 0 . 2	OM
42		Ranhroom		Wall	Lit		3	bood	white	0.1	OM
4.3		Washi oon	В	Window	1.1 (Bash	Γ	Wood	white	0.0	(2)5
44		Washroom	В	window	1.11	Rgt casi	ng F	Rood	white	0.0	Ω 14
4.6		Bedroom	D	Door	1.1.1	URGC	F	Mond	white	0.0	OH
46		Bedroom	1)	Door	6.13	lift coul	ng Γ	Wood	white	0.2	OH
47		Bedroom	В	Hall	1.00		1.	Wood	white	$\cdot 0.1$	OH
4.8		Bedroom	13	Window	1.61	Seeh	F	Wood	white	- 0 . 1	OH
49	010	Bedroom	D	window	1.11	Sech	F.	Rood	white	\cdot 0 . 2	OM
5.0	8 5 100	Bedroos	74	Door	1.11	URgt	F	Wood	white	0.4	QB
51	010	Bedroom	33	Wall	1.51		¥	Rood	white	0.0	OH
52	0))	nathroom	33	Wall	Lift		1.	Hood	white	0.0	OH
5.3	011	Bathroom	11	DOOF	1.11	u Rgt	V	Rood	white	0.3	QB
54	011	nathroom	33	Door	1.1.0	LIL GEEF	ng F	Rood	white	.0.1	OB
5.9	0)1	Bathroom	15	Sink	1, f 1		F	steel	white	4.0	OH
56	0)1	Bathroom	В	sink	1.11		1	steel	white	6.4	QM
57	011	Bathroom	A	Wa) 1	LH		V	Nood	white	0.0	ÖH
5.0		CVPTREATION								6.7	A.C.
5.9		CALIBRATION								0.5	TC
60	r	CALIBRATION								0.7	TC

... End of Readings



Appendix 2 XRF Summary Results



Quality Safety Reliability

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date:

11/09/11

Report Date:

11/9/2011

Abatement Level:

1.0 11/09/11 11:00

Report No. Total Readings:

60 Actionable: 3

Job Started: Job Finished: 11/09/11 11:00 11/09/11 11:37

Readin	()				Paint			Lead	
No	Wall	Structure	t.ocation	Member	Cond	Substrate	Color	(mg/cm²)	Mod
Inter	ior R	oom 005 Bini	ng Ro						
021	A	Windov	Lf f.	Satth	F	Wood	white	2,1	()14
inter	for R	oon 011 Bath							
055	В	Sink	1,66		F	steel	white	4.0	())(4
056	15	Sink	1.66		ľ	Steel	white	6.5	QM



Appendix 3 XRF Distribution Report



DETAILED REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date:

11/09/11

Report Date:

11/9/2011

Abatement Level:

1.0

Report No.

11/09/11 11:00

Total Readings:

60

Job Started.

11/09/11 11:00

Job Finished

11/09/11 11:37

Roadin	touding					Lead			
No.		Structure	Location	Momber	Cond	Substrate	Color	(mg/cm²)	Mod
) nt.e	do) R	oom 001 Exte	rior						
006	h	Wall	lif t.		ľ	Moad	Brown	0.1	OH
007	λ	Window	La (.	Sanh	3,	Bood	Brown	0.3	QM
000	V	Window	Lef (sill	1,	Rood	Brown	0.2	OH
0.05	Λ	Door	L.f t.	Rgt caning	1,	Wood	Brown	0.0	OH
004	h	Door	lift	u ngi	Y	Rood	Brown	0.1	QM
inte	lor R	oon 002 Rumb	er Only						
0.0	13	Wall	Lf t		¥	Rood	Brown	0.2	QS.
012	11	Window	Lft	Rgt casing	F	Rood	Brown	0.2	()23
0.1	n	Window	Lift	dana	Y	Rood	вгоми	-0.1	OH
009	В	Door	1.f (n Råt	F	Hood	Brown	0.1	ÖH
inte	for R	oom 003 Rumb	er only						
013	C	Wall	ьft		P	Rood	B) own	0.0	OM
inte	for R	dauff 100 aoo	er Only						
014	D	Wall	LLU		1.	Hood	Brown	0.1	OB
016	D	Window	Litt	kgt casing	1,	Bood	Brown	0,2	QH
0)5	D	Window	1.61	Sash	P	Roud	Brown	0.5	OM
017	D	Door	LEL	Headex	þ	Rood	Brown	0.0	OH
018	D	noor.	Lft	Lift coning	P	Wood	Brown	0.0	ON
inte	dor R	oom 005 1311	ng Rie				V 845.01		
023	Zi	Wa 11	Lft		F	Wood	white	-0.1	ON
022	V	Floor	ref t		F	Wood	Groy	-0.1	OM
02)	I.	Window	Lift	Sanh	P	Wood	white	2.1	OM
020	A	DOOR	lift.	lift contrig	F	Wood	white	-0.3	()M
019	А	Door	lif. t.	U Rg L	Y	Wood	Brown	0.2	OB
024) 1	Wall	1.1 (1	Hood	white	-0.3	QM
025	\mathbf{c}	Wall	Lift.		14	Mood	while e	0.0	QM
026	D	Wall	re c		Y	Wood	white	0.0	QH
intoi	Sor R	oom 006 Dini	ng Rm						
030	h	Wnll	1.6 (F	Rood	white	0.0	OH
031)1	Wnll	1. f t.		Ŧ.	Rood	white	-0.2	OW
028	13	Door	1.5 t	Egt casing	1.	Wood	white	-0.2	QM
027	D	Door	rt (U Rgt	Ъ.	Nood	white	0.0	ON
032	C,	Ma) 1	LEU		P	Mood	white	0.0	()14
029	C:	Window	ret t	sash	F	Road	white	0.1	QH
033	D	Wall	1.11		F	Wood	white	0.0	OH
035	D	Ploor	J.ft.		F	Wood	Gray	.0.1	()15

Post Office Box 13533 Sissonville, West Virginia 25360



DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date:

11/09/11

Report Date:

11/9/2011

Abatement Level:

1.0

Report No.

11/09/11 11:00

Total Reading Sets

54

Job Started:

11/09/11 11:00

Job Finished:

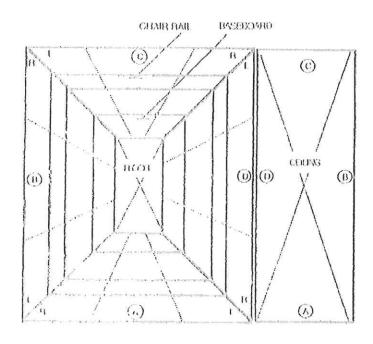
11/09/11 11:37

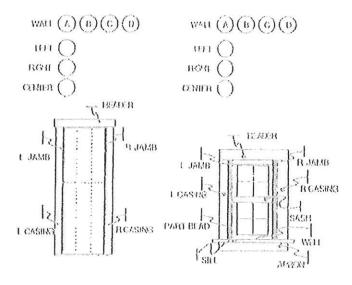
Structure	Total	Positive		nicture Nego		lnconclusiv	
Ce 113 nq	2	0	< 20>	2	<100%>	0	c03
noor Header	ì	0	<0%>	1	<100%>	0	< 08
hoor lft casing	4	O	<.70 >	4	<100%>	(1	e 03
Door Rgt caning	3	0	r.08.5	3	c100%5	(i	< 05
Boor U Rgt	8	o	< 0%>	8	<100%>	e	< 0.5
Floor	2	0	< 0%>	2	<100%>	0	·: 0 8
Sink	2	2	<300%>	0	< 0 % >	Ű	< 0.8
Ra 3 1	19	O	< 03.5	19	<100%>	0	< 0 %
Window Rgt casing	3	0	<0%>	3	<100%>	0	< 0 %
Cindow Sanh	9	1	c11%>	В	< 0.9%>	0	< 0.9
Window Sill	1	0	0.00	1	< 1.00%>	Ò	. 05
Inspection Totals:	54	3	6%>	51	c 94%>	0	c 05

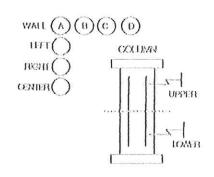


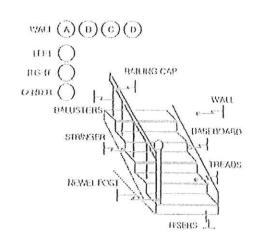
Appendix 4 Example Room & Component Diagrams

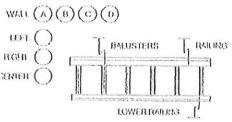
ASTAR ABATEMENT, INC Quality Safety Reliability













Appendix 5 License / Certification

ASTAR ABATEMENT, INC Quality Safety Reliability



WEST VIRGINIA

Lead Program

Robert A. Gerwig

IS LICENSED AS AN LEAD INSPECTOR

Ucense #

P1000400

9/21/2011

Issued Expires

9/30/2012

Rondy (Cutto Da WVRIINDA

Post Office Box 13533 Sissonville, West Virginar 25360

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ# Project	: PAR 212130 : Caking house Politing 11, 11	Bid Date : 4/12/12	
Name Company Address	: Chers Posice R : Drakett Construction Company : Po Box 34 Bruley Bridge, w.W. 28485	Name Company Address	: A Stock Conf. : Druce Dans : 3100 Falcor Pr Char www 25314.
Phone # Fax # Email	: 304-632-1600 : 304-632-1861 : Coloznesc 33 Pyphos.com	Phone # Fax # Email	: 304 - 342 - 0545 : 1' 16 - 3472 : 101001 506 HOPMAT COM
Name Company Address	: Reviews Charle Cocas : Paramoun Boulders : 501 6th AVE St. Albans, WV 25177	Name Company Address	: Brenda Blower: : As Smull, Inc. abo Capital Sxuldas : 1008 5th Street Rd Hunlington WW 25701
Phone # Fax # Email	: 304 727 2770 : 304 727-0302 : Lucas (2 paramous pay, con	Phone # Fax # Email	:(301) 697-5000 : (301) 697-5001 : blower (40a pilat builders 45
Name Company Address	: Myx A Legerith : MLM Const See. : M. Box 465 Soon Sugar 150 25540	Name Company Address	: ARW MARGOUS : ASSOCIATED ARCHITECTS : 318 LEC SE W SOLLE SOL CHARCETON, WO 25 TOL
Phone # Fax # Email	: 304 757 0880 : 384 757 0881 : Opinyme & micerons running com	Phone # Fax # Email	: 304 345 084 : 304 345 1813 : 001 Cassocarch, con
Name Company Address	: Literus, Cillians	Name Company Address	Ecic Coffey Dout construction DO Box 401 Charleston www 29322
Phone # Fax # Email	: 34 824 3862 : 34 824 3848 : Lownelle good gallow com	Phone # Fax # Email	: 304-347-8820 : 304-347-8821 : Clostey & ovotcosstructor com

Cabwaylingo State Forest Proposed New Dining Hall Construction 4/12

BID PROPOSAL

A. J. Smith, Inc. dba Capital Builders
Name of Bidder

PROJECT: Cabwaylingo State Forest
Demolition and New Construction of Dining Hall
Wayne County, WV

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of WORK and also being familiar with the general conditions to bidders, drawings and specifications, hereby propose to furnish all materials, equipment and labor to complete all WORK described in the Bidding Documents in a workmanlike manner.

Bid shall include all the necessary materials labor and equipment to complete all WORK as shown in the Bidding Documents prepared by Associated Architects, Inc.

Four Hundred Eighty Six Thous	sand
Two Hundred Twenty-Five Polla Total to be written in figures and words.)	
ALTERNATE // AMOUNT: Sixty Six Thousand Two H	undred
Fifty Dullars (Total to be written in figures and words.)	(\$ 66,250.00
(Total to be written in figures and words.)	

UNIT COST

Provide unit cost per yard to remove rock during excavation if encountered.

Two Hundred Pollars per yard (\$ 200.00/cy) (Total to be written in figures and words.)

The Bidder, if successful and awarded the CONTRACT, agrees that final completion of all WORK is to be completed in 180 calendar days from the date of execution of contract. For each calendar day of delay in achieving completion, the CONTRACTOR shall be liable for and shall pay the OWNER liquidated damages in the amount of \$100.00 per day. Allowances may be made for delays due to shortages of materials, subject to proof by documentation, and also for delays due to strikes and 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.

Cabwaylingo State Forest Proposed New Dining Hall Construction 4/12

Any WORK performed or any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the CONTRACT along with insurance certificates as set forth in the bidding Document to the OWNER within 10 consecutive calendar days, or the Bidder shall forfeit the security deposited with this bid.

PROGRESS PAYMENTS

The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of values. Should there be any doubt of the OWNER as to the integrity of any part of the completed WORK, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



RFQ COPY

4008 5th Street Road

Huntington, WV 25701

C09123150

TYPE NAME/ADDRESS HERE

A.J. Smith, Inc. dba Capital Builders

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

Request for PRONUMBER Quotation

DNR212130

ADDRESS CORRESPONDENCE TO ATTENTION OF

TRANK WHITTAKER 304-558-2316

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

FRÉIGHT TERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 05/18/2012 BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM CAT. YOU. AMOUNT LINE QUANTITY ITEM NUMBER UNIT PRICE ******* ***** ADDENDUM NO. 2 *** THIS ADDENDUM IS ISSUED TO: EXTEND THE BID OPENING DATE AND TIME TO: AT 1:30 PM 05/29/2012 PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS. ***** END ADDENDUM NO. 2 d001 LIS 968-42 1 GENERAL CONSTRUCTION ***** THIS IS THE END OF RFO DNR212130 ***** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 304-697-5002 B. J. Burgess

DATE

May 29, 2012

FEIN ADDRESS CHANGES TO BE NOTED ABOVE 55-0735961 President

Cabwaylingo State Forest Proposed New Dining Hall Construction

ADDENDUM #2

TO: All prime contract bidders:

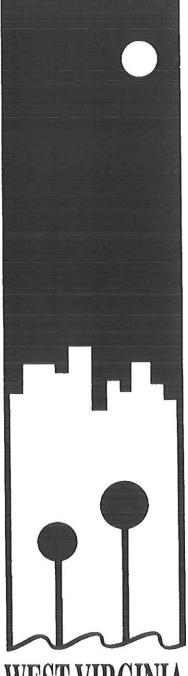
This Addendum forms a part of the contract documents and modifies the original drawings and specifications dated October, 2011. Acknowledge receipt of this Addendum in the space provided on the Form of Proposal. Failure to do so may subject bidder to disqualification.

The contents of this Addendum consists of the following:

Question and Answers

Question & Answers

- There is Division 10 Spec Section 104413 and 104416 for fire extinguishers and fire
 extinguisher cabinets. However there are no fire extinguishers or cabinets shown on the
 drawings. Do we include these and if so how many? ANSWER: Contractor is to supply 2
 fire extinguisher cabinets with fire extinguishers and 1 fire extinguisher to be wall hung.
 Final locations to be field determined by Architect.
- There is a division 10 spec section 101400 signage however none is shown on the drawings or called out in the specifications. Are we to include signage? If so how many and what are they labeled? ANSWER: Signage will not be required for this project.
- This project was cancelled in November 2011. However the wage rates in the project
 manual are still 2011 WV Prevailing Wage Rates. Do the 2012 Prevailing Wage Rates
 apply since this is being rebid in 2012. ANSWER: The 2012 WV Prevailing Wage Rates
 do apply to this project.
- 4. In Division 6 spec section 06160 Sheathing calls for Weather-Resistant Sheathing Paper (Building Wrap). Do we include this for the exterior walls? There is none shown on the exterior wall details on A2.1? ANSWER; Provide Weather-Resistant Sheathing Paper (Building Wrap) on all exterior walls behind the siding.
- Drawing #A1.1 door schedule shows Type A & Type B Doors are these both hollow metal doors? There is only a hollow metal door spec. ANSWER: All doors shall be hollow metal.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV032728

Classification:

GENERAL BUILDING

A J SMITH INC DBA CAPITAL BUILDERS 4008 5TH STREET RD HUNTINGTON, WV 25701-9545

Date Issued

Expiration Date

JULY 09, 2011

JULY 09, 2012

Authorized Company Signature

Chair, 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.



WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
A J SMITH INC
DBA CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON, WV 25701-9545

BUSINESS REGISTRATION ACCOUNT NUMBER:

1043-2500

This certificate is issued on:

07/1/2011

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4 L2079915136



Earl Ray Tomblin, Governor Russell L. Fry, Acting Executive Director Keith Burdette, Cabinet Secretary

March 12, 2012

A.J. SMITH, INC., DBA CAPITAL BUILDERS, INC. 4008 FIFTH STREET ROAD HUNTINGTON WV 25701

Account Number: 40620-1

Dear Employer:

Workforce West Virginia has, at your request, researched their records and has found this account is in compliance with the West Virginia Unemployment Compensation Law.

Very truly yours,

Wade Wolfingbarger UC Assistant Director

Wode Wolfingbarger

cac



State of West Virginia

BUREAU OF EMPLOYMENT PROGRAMS

CHARLESTON, WEST VIRGINIA

APRIL 13, 2004

THIS IS TO CERTIFY THAT

A.J. SMITH, INC., DBA CAPITAL BUILDERS, INC.

OF

HUNTINGTON, WV

HAS BEEN REGISTERED WITH THE WEST VIRGINIA BUREAU OF EMPLOYMENT PROGRAMS AS AN EMPLOYER UNDER THE PROVISIONS OF THE WEST VIRGINIA UNEMPLOYMENT COMPENSATION LAW AND HAS BEEN ASSIGNED THE ACCOUNT NUMBER 000040620-1

Quetta Muzzle

Acting Commissioner



WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10039658-08

POLICY NUMBER:

WC10039658-09

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED: PRODUCER:

AJ SMITH INC CAPITAL BUILDERS 4008 5TH STREET RD HUNTINGTON WV 25701-9545

PEOPLES INSURANCE AGENCY INC. 101 FIFTH AVE. SECOND FLOOR (304)522-6555 **HUNTINGTON WV 25701**

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

- The policy period is from 04/05/2012 to 04/05/2013 12:01 A.M. at the insured's mailing address. 2.
- 3. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers A. Compensation Law of the state(s) listed here:

WEST VIRGINIA

В. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:

\$1,000,000

Each Accident

Bodily Injury by Disease:

\$1,000,000

Policy Limit

Bodily Injury by Disease:

\$1,000,000

Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

All states and U.S. territories except, North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules. Classifications. Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 03/24/2012

ISSUING OFFICE: Charleston, WV

PRODUCER:

PEOPLES INSURANCE AGENCY INC.