



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

# Solicitation

NUMBER
COR61582

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

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DIVISION OF CORRECTIONS  
PRUNTYTOWN FACILITY  
ROUTE 4, BOX 49 A

GRAFTON, WV  
26354-9306 304-265-6111

DATE PRINTED
09/13/2012

BID OPENING DATE:

10/23/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 9/27/2012 AT 10:00 AM AT THE PRUNTYTOWN CORRECTIONAL CENTER LOCATED IN TAYLOR COUNTY. VENDORS SHOULD PRE-REGISTER PRIOR TO THE MEETING WITH MICHAEL REGER BY PHONE AT 304-265-6111 OR BY EMAIL AT MICHAEL.J.REGER@WV.GOV. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
0001	1	JB		968-32		
DEMOLITION SERVICES						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - PRUNTYTOWN CORRECTIONAL CENTER, IS SOLICITING BIDS REMOVE TWO (2) EXISTING HOUSES NEAR THE PRUNTYTOWN CORRECTIONAL CENTER LOCATED IN TAYLOR COUNTY, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS		
				2. GENERAL TERMS AND CONDITIONS		
				3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)		
				4. COR61582 SPECIFICATIONS		
				5. EXHIBIT 1-LEAD-BASED PAINT REPORT FOR BUILDING #1		
				6. EXHIBIT 2-ASBESTOS REPORT FOR BUILDING #1		
				7. EXHIBIT 3-LEAD-BASED PAINT REPORT FOR BUILDING #2		
				8. EXHIBIT 4-ASBESTOS REPORT FOR BUILDING #2		
				9. CERTIFICATION AND SIGNATURE PAGE		
				10. ADDENDUM ACKNOWLEDGEMENT FORM		
				11. PURCHASING AFFIDAVIT		
				12. DRUG-FREE WORKPLACE AFFIDAVIT		
				13. BID BOND FORM AND INSTRUCTIONS		
				14. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM		
				***** THIS IS THE END OF RFQ COR61582 ***** TOTAL:		

SIGNATURE		TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE

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

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[ ] | A pre-bid meeting will not be held prior to bid opening.

[ ] | A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

[✓] | A **MANDATORY PRE-BID** meeting will be held at the following place and time:

September 27, 2012 at 10:00 am at the Pruntytown Correctional Center located at Route 4, Box 49A Grafton, WV 26354. Vendors should pre-register with Michael Reger by phone at 304-265-6111 or by email at Michael.J.Reger@wv.gov.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 4, 2012 at 5:00 pm

Submit Questions to:

Tara Lyle/File 32  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: Tara.L.Lyle@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:    ☐ Technical  
                   ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

OCTOBER 23, 2012 at 1:30 pm.

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

| | **Term Contract**

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

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

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  60  days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - | ✓ | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | ✓ | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**  
 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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

<input checked="" type="checkbox"/>	WV Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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

- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

\$250.00 per day

for failure to complete work

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

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.
- If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.
- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

**Contractor's Name:**

**Contractor's License No.**

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

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

- i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractors will be used if the bidder will perform the work
  - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



**COR61582 - REQUEST FOR QUOTATIONS****REMOVAL OF TWO (2) EXISTING HOUSES AT PRUNTYTOWN CORRECTIONAL CENTER,  
TAYLOR COUNTY, WV**

The Pruntytown Correctional Center (PCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for removal of two (2) existing houses.

A mandatory pre-bid conference is scheduled for September 27, 2012 at 10:00 am at the Pruntytown Correctional Center. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Michael Reger

Phone: 304-265-6111

Email: [Michael.J.Reger@wv.gov](mailto:Michael.J.Reger@wv.gov)

Vendors quoting this project **SHALL** comply with the below Specifications unless otherwise noted:

**PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS****1.1 SUMMARY OF PROJECT AND GENERAL SPECIFICATIONS:****A. General Information:**

- 1) At Pruntytown Correctional Center, there are two (2) existing houses that must be torn down. It is unknown of when either of the houses was built.
  - a) The first house is a one story with a partial basement that is located at the corner of US route 50 and route 18. There is still lead paint in the building. There was asbestos, but it has been removed. The lead paint report is attached is Exhibit #1. The asbestos report is attached in Exhibit #2. Contractor must remove the lead paint during demolition of this project.
  - b) The second house is a two story with a partial basement that is located along US route 50 and route 18. There is still lead paint in the building. There was asbestos, but it has been removed. The lead paint report is attached is Exhibit #3. The asbestos report is attached in Exhibit #4. Contractor must remove the lead paint during demolition of this project.

**B. Project Description:**

- a) Contractor will be required to tear both buildings #1 and #2 down and remove all materials from site. Utilities will have to be removed to the side of each house and capped. Including items with lead paint.
- b) Contractor will be required to remove all concrete sidewalks except for the ones that run parallel to the road.

- c) Contractor will not remove the wall that is behind building #1 and is in between both buildings.
- d) Contractor must fill in the areas where both buildings #1 and #2 where located up to the surrounding elevation of the surrounding grass areas.
- e) Contractor must spread grass seed and straw in the two areas where both buildings #1 and #2 where located.

## 1.2 SUBMITTALS

A. Product data.

B. Field test reports.

- 1. Provide field test reports of all testing.
- 2. Test reports must comply with all federal, state, local testing requirements, and codes requirements.

## 1.3 WARRANTY

A. Not required

## 1.4 PERMITS

A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

## 1.5 TERMS OF WORK

A. All work shall be completed within one hundred twenty (60) calendar days upon receipt of Notice to Proceed.

## 1.6 SECURITY

A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

## 1.7 TOOLS

A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

## 1.8 CODE REQUIREMENTS

- A. All work must comply with all federal, state, county, and city code requirements.

## 1.9 DAMAGES

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

## 1.10 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

## 1.11 SAFETY EQUIPMENT

- A. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

## 1.12 MATERIALS

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility does not have the capability to unload heavy equipment or materials. If applicable to the project.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials. If applicable to the project.

## 1.13 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval.

## 1.14 ORDER OF PROJECT

- A. Not application to project.

### 1.15 UTILITY LOCATIONS

- A. It will be the contractor's responsibility to contact Miss Utility to locate any existing utilities that may be located in the areas of excavation.

### 1.16 BIDDING

- A. There is a bid form at the end of the specifications. It is recommended that the contractor use that bid form. If the contractor does not use the bid form in this package, they must break their bid down into the following breakdown. All bid pricing must be written in words and numbers. The contract will be awarded to the vendor with the lowest contract total bid meeting the specifications with the most complete bid.

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO  
REMOVE TWO (2) EXISTING HOUSES**

**PRUNTYTOWN CORRECTIONAL CENTER**

**TAYLOR COUNTY**

**BID FORM**

Bidder's Company Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

Remittance Address: \_\_\_\_\_

(If different)

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

WV Contractor's License Number: \_\_\_\_\_

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**TOTAL CONTRACT BID**

\_\_\_\_\_

(\$ \_\_\_\_\_) (Total to be written in words and numbers.)

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 conditions 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. It is recommended to submit the bid using this bid form.

**RESPECTFULLY SUBMITTED:**

DATE: \_\_\_\_\_

WV VENDOR NO.: \_\_\_\_\_

CONTRACTOR LICENSE NO.: \_\_\_\_\_

BY: \_\_\_\_\_

(SIGNATURE)

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

(CORPORATE SEAL IF APPLICABLE)

ADDRESS: \_\_\_\_\_

*END OF BID FORM*

# EXHIBIT #1



## LEAD-BASED PAINT REPORT

Report Date:  
**8-8-2012**

Project Number:  
**12-394**

Lead-Based Paint/Lead  
Containing Materials Present:

- ☒ Yes  
☐ No  
☐ Presumed

Property Owner:  
**WV Division of  
Corrections**  
1409 Greenbrier Street  
Charleston, WV 25311

Property Address:  
Building #1 (1-story)  
Pruntytown, WV

### SYNOPSIS

Mr. Philip Farley requested a lead-based paint inspection for Building #1 – 1 Story dwelling at the Facility at Pruntytown, WV. Refer to Table 2 – Scope of Work for a detailed listing of lead-based painted surfaces.

**IMPORTANT:** This document is intended only for the individual or entity to which it is directed. This document contains competition sensitive information that is privileged, confidential, or proprietary. Dissemination, distribution, or reproduction of this document by anyone other than the intended recipient, or a duly designated employee or agent of such recipient, is prohibited. This document, or any portions thereof, may not be divulged to third parties without expressed written consent.

*Robert D. King* 8-8-2012  
Lead-Based Paint Inspector Date  
License #: PI000400

*W. A. C. J. A.* 8-8-2012  
Peer Review Date

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## Appendices

Appendix	Title
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/cm<sup>2</sup> or 0.5 percent by weight for this survey. Lead paint amounts were reported mg/cm<sup>2</sup> 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/cm<sup>2</sup>, 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.



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.
3. **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 Philip Farley, of WV Division of Corrections, Astar conducted a complete lead paint inspection of the property on Building #1 – 1 Story at the Facility at Pruntytown, 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:

### EXTERIOR SURFACES

- 06 Room 1, Front – Door, wood, brown color – poor condition (0.1 mg/cm<sup>2</sup>)
- 07 Room 1, front – Wall foundation, brick, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 08 Room 1, Front – Porch column, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 09 Room 1, Front – Porch ceiling, wood, white color – intact condition (0.2 mg/cm<sup>2</sup>)
- 10 Room 1, Front – Window casing, wood, black color – poor condition (6.4 mg/cm<sup>2</sup>)
- 11 Room 2, Left side – Wall foundation, brick, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 12 Room 2, Left side – Wall, wood, white color – poor condition (1.8 mg/cm<sup>2</sup>)
- 15 Room 2, Left side – Window casing, wood, black color – poor condition (9.9 mg/cm<sup>2</sup>)
- 17 Room 3, Back side – Window casing, wood, white color – poor condition (2.2 mg/cm<sup>2</sup>)
- 19 Room 3, Back side – Door casing, wood, black color – poor condition (0.2 mg/cm<sup>2</sup>)
- 21 Room 3, Back side – Door casing, wood, green color – poor condition (0.6 mg/cm<sup>2</sup>)
- 22 Room 3, Back side – Wall, wood, white color – poor condition (6.9 mg/cm<sup>2</sup>)
- 23 Room 3, Back side – Wall foundation, block, white color – poor condition (7.8 mg/cm<sup>2</sup>)
- 24 Room 4, Right side – Wall foundation, block, white color – poor condition (4.2 mg/cm<sup>2</sup>)
- 25 Room 4, Right side – Wall, wood, white color – poor condition (0.1 mg/cm<sup>2</sup>)
- 26 Room 4, Right side – Door (crawl space), wood, white color – poor condition (0.1 mg/cm<sup>2</sup>)
- 27 Room 4, Right side – Window casing, wood, white color – poor condition (2.8 mg/cm<sup>2</sup>)
- 28 Room 4, Right side – Wall foundation, brick, white color – poor condition (1.8 mg/cm<sup>2</sup>)
- 29 Room 4, Right side – Bsmt. Door, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)

### INTERIOR SURFACES

- 30 Room 1, Living room – Door (A), wood, white color – poor condition (0.2 mg/cm<sup>2</sup>)
- 31 Room 1, Living room – Door casing (A), wood, white color – poor condition (0.3 mg/cm<sup>2</sup>)
- 32 Room 1, Living room – Wall baseboard, wood, white color – poor condition (1.0 mg/cm<sup>2</sup>)
- 33 Room 1, Living room – Wall (A), drywall, blue color – poor condition (0.2 mg/cm<sup>2</sup>)
- 36 Room 2, Hallway - Closet door, wood, white color - -poor condition (0.2 mg/cm<sup>2</sup>)
- 37 Room 2, Hallway - Closet door casing, wood, white color – poor condition (0.4 mg/cm<sup>2</sup>)
- 38 Room 2, Hallway - Closet wall, drywall, white color – poor condition (0.2 mg/cm<sup>2</sup>)
- 40 Room 3, Bedroom - Wall (B), drywall, white color – poor condition (0.6 mg/cm<sup>2</sup>)
- 42 Room 4, Bathroom - Door (D), wood, white color – poor condition (0.2 mg/cm<sup>2</sup>)
- 43 Room 4, Bathroom – Door casing (D), wood, blue color – poor condition (0.3 mg/cm<sup>2</sup>)
- 46 Room 5, Bedroom – Wall (C), drywall, white color – poor condition (0.5 mg/cm<sup>2</sup>)
- 47 Room 5, Bedroom – Wall baseboard, wood, white color – poor condition (1.8 mg/cm<sup>2</sup>)
- 51 Room 6, Dining room – Wall baseboard, wood, white color – poor condition (0.5 mg/cm<sup>2</sup>)
- 57 Room 7, Kitchen – Cabinet (B), wood, grey color – poor condition (1.4 mg/cm<sup>2</sup>)
- 60 Room 8, Bedroom – Door (D), wood, white color – poor condition (0.1 mg/cm<sup>2</sup>)





63	Room 8, Bedroom – Window blinds, vinyl, white color – intact condition (2.1 mg/cm <sup>2</sup> )
67	Room 9, Living room – Wall baseboard, wood, white color – poor condition (0.2 mg/cm <sup>2</sup> )
68	Room 9, Living room – Floor, wood, varnish – intact condition (0.1 mg/cm <sup>2</sup> )
69	Room 9, Living room – Wall (A), drywall, white color – intact condition (0.1 mg/cm <sup>2</sup> )
71	Room 11, Bathroom – Door casing (A), wood, white color – intact condition (0.1 mg/cm <sup>2</sup> )
72	Room 11, Bathroom – Bathtub, steel/enamel, white color – intact condition (1.0 mg/cm <sup>2</sup> )
75	Room 12, Bedroom – Window sash (D), wood, white color – poor condition (0.1 mg/cm <sup>2</sup> )
77	Room 13, Bedroom – Window blinds (D), vinyl, white color – intact condition (2.0 mg/cm <sup>2</sup> )
79	Room 14, Dining room – Wall (B), drywall, white color – poor condition (0.1 mg/cm <sup>2</sup> )

## CONCLUSIONS

1. All original exterior walls, foundations, windows, front porch, door units, soffit and fascia – throughout
2. All original interior walls, ceilings, woodwork trim, door units, window units and kitchen cabinets – throughout
3. Original bathtubs
4. The original hard wood floors, varnish finish were non lead containing, but are contaminated from the other lead containing surfaces in a damaged condition.

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 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 not 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/cm<sup>2</sup> as per EPA/HUD Standards):

#### SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.0  
 Report No: 07/16/12 10.25  
 Total Readings: 82 Actionable: 19  
 Job Started: 07/16/12 10:25  
 Job Finished: 07/16/12 12:01

Reading No	Wall	Structure	Location	Number	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Notes
<b>Exterior Room 001 Front A</b>									
000	A	Exterior	Lft	Column	F	Wood	White	2.5	QM
007	A	Wall	Lft		F	Brick	White	3.5	QM
010	A	Window	Lft	Wgt ceiling	F	Wood	Black	1.4	QM
<b>Exterior Room 002 Back</b>									
015	A	Wall	Lft		F	Brick	White	1.9	QM
017	A	Wall	Lft		F	Wood	White	1.0	QM
018	A	Window	Lft	Wgt ceiling	F	Wood	Black	4.9	QM
022	C	Wall	Lft		F	Wood	White	6.9	QM
023	C	Wall	Lft		F	Brick	White	7.8	QM
024	C	Window	Lft	Wgt ceiling	F	Wood	White	2.2	QM
<b>Exterior Room 004 Right</b>									
026	D	Wall	Lft		F	Brick	White	4.2	QM
028	D	Wall	Lft		F	Brick	White	1.8	QM
029	D	Window	Lft	Wgt ceiling	F	Wood	White	2.8	QM
029	D	Door	Lft	E Wgt	F	Wood	White	5.5	QM
<b>Interior Room 001 Living Rm</b>									
033	A	Wall	Lft	Backboard	F	Wood	White	1.0	QM
<b>Interior Room 005 Bedroom</b>									
047	C	Wall	Lft	Backboard	F	Wood	White	1.0	QM
<b>Interior Room 006 Kitchen</b>									
057	E	Cabinet	Lft		F	Wood	Gray	1.4	QM
<b>Interior Room 001 Bedroom</b>									
063	D	Window	Lft	Blinds	F	Vinyl	White	2.1	QM
<b>Interior Room 011 Bathroom</b>									
072	A	Waterub	Lft		F	Steel	White	1.0	QM
<b>Interior Room 013 Bedroom</b>									
077	D	Window	Lft	Blinds	F	Vinyl	White	2.0	QM

Callibration Readings

---- End of Readings ----





#### **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**

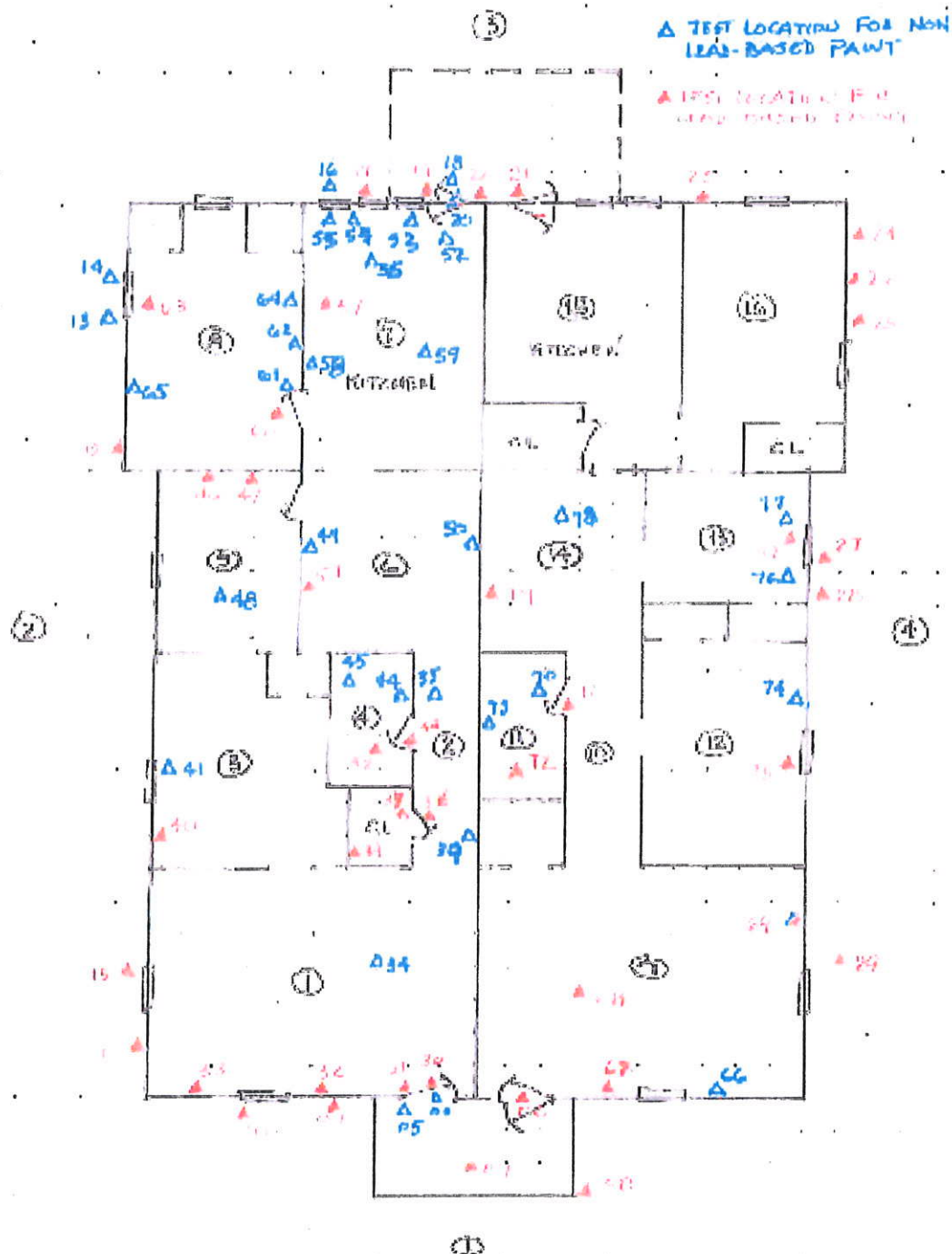






ASTAR Abatement, Inc.

Silo Bldg. #1 15 story, PULASKY COUNTY, WV Job # 12-394 Insp: E. GERWIG Date: 7-16-2012



1 of 2

Project # 19-001		Location Front Yard		Astar Building Description		Date 7-1-1		Inspector F. G. G. G.	
Room #	Floor	Ceiling	Wall	Door	Windows	Class	Misc.	Other	
1	CARPORT	PLASTER	DRYWALL	WOOD	WOOD				
2	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
3	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
4	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
5	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
6	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
7	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
8	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
9	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
10	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
11	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
12	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
13	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
14	WOOD	PLASTER	DRYWALL	WOOD	WOOD				
15	WOOD	PLASTER	DRYWALL	WOOD	WOOD				

2 of 2

Project #		Location		Astar Building Description		Date		Inspector	
Room #	Floor	Ceiling	Wall	Floor	Windows	Clasgl	Misc.	Other	
16	WOOD	DW	DW	1-WOOD 2-WOOD	1-WOOD				
#									
1 EXT	porch	porch	BRICK	WOOD 2-WOOD			WOOD SOFT	WOOD SOFT	
2 EXT	-	-	BRICK	1 3-WOOD			WOOD SOFT	WOOD SOFT	
3 EXT	porch	WOOD	WOOD	2-WOOD 6-WOOD			WOOD SOFT		
4 EXT	-	-	BRICK	WOOD 3-WOOD			WOOD SOFT		
17	Basement	WOOD	BRICK	1-WOOD					
18	Basement	WOOD	BRICK	-					



# Appendix 1

## XRF Sequential Results



## LEAD PAINT INSPECTION REPORT

REPORT NUMBER: 07/16/12 10:25 17-314  
INSPECTION FOR: WV DIVISION OF CORRECTIONS  
1409 GREENBRIER STREET  
CHARLESTON, WV 25311  
PERFORMED AT: BUILDING #1 - 1 STORY  
COUNTYTOWN FACILITY  
COUNTYTOWN, WV  
INSPECTION DATE: 07/16/12  
INSTRUMENT TYPE: RMR  
MODEL LPA-1  
XRF TYPE ANALYZER  
Serial Number:  
ACTION LEVEL: 1.0 mg/cm<sup>2</sup>  
OPERATOR LICENSE: PI000400

SIGNED:

Robert D. Krantz

Date:

7-17-2012




**SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:**

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.0  
 Report No. 07/16/12 10 25  
 Total Readings: 82  
 Job Started: 07/16/12 10:25  
 Job Finished: 07/16/12 12:01

Read No.	Rm No.	Name	Wall Structure	Location	Number	Paint Cond	Substrate	Color	Lead (mg/ft <sup>2</sup> )	Method
1		CALIBRATION							1.0	TC
2		CALIBRATION							1.2	GC
3		CALIBRATION							0.0	TC
4	001	Front A	A Door	Lft L Rgt		F Wood		Brown	0.0	GC
5	001	Front A	A Door	Lft Lft casing		F Wood		Brown	0.0	GC
6	001	Front A	A Door	Lft U Rgt		F Wood		Brown	0.1	GC
7	001	Front A	A Wall	Lft		F Brick		white	0.5	GC
8	001	Front A	A Porch	Lft Column		F Wood		white	0.5	GC
9	001	Front A	A Porch	Lft Ceiling		F Wood		white	0.2	GC
10	001	Front A	A Window	Lft Rgt casing		F Wood		black	0.4	GC
11	002	Back	A Wall	Lft		F Brick		white	0.0	GC
12	002	Back	A Wall	Lft		F Wood		white	0.0	GC
13	002	Back	A Window	Lft Rgt casing		F Wood		black	0.0	GC
14	002	Back	A Window	Lft Rgt casing		F Wood		black	0.1	GC
15	002	Back	A Window	Lft Rgt casing		F Wood		black	0.0	GC
16	002	Back	A Window	Lft Rgt casing		F Wood		black	0.0	GC
17	002	Back	A Window	Lft Rgt casing		F Wood		white	2.2	GC
18	002	Back	A Window	Lft Rgt casing		F Wood		black	0.0	GC
19	002	Back	C Door	Lft Lft casing		F Wood		black	0.0	GC
20	002	Back	C Door	Lft Lft casing		F Wood		white	0.0	GC
21	002	Back	C Door	Lft Lft casing		F Wood		green	0.0	GC
22	002	Back	C Wall	Lft		F Wood		white	0.0	GC
23	002	Back	C Wall	Lft		F Wood		white	0.0	GC
24	004	Right	D Wall	Lft		F Wood		white	0.0	GC
25	004	Right	D Wall	Lft		F Wood		white	0.0	GC
26	004	Right	D Door	Lft Header		F Wood		white	0.1	GC
27	004	Right	D Window	Lft Rgt casing		F Wood		white	2.0	GC
28	004	Right	D Wall	Lft		F Brick		white	0.0	GC
29	004	Right	D Door	Lft U Rgt		F Wood		white	0.0	GC
30	001	Living rm	B Door	Lft U Rgt		F Wood		white	0.0	GC
31	001	Living rm	A Door	Lft Rgt casing		F Wood		white	0.0	GC
32	001	Living rm	A Wall	Lft Baseboard		F Wood		white	1.0	GC
33	001	Living rm	A Wall	Lft		F Dry wall		blue	0.0	GC
34	001	Living rm	A Floor	Lft		F Wood		Varnish	0.0	GC
35	002	Hallway	A Floor	Lft		F Wood		Varnish	0.0	GC
36	002	Hallway	A Closet	Lft Door		F Wood		white	0.0	GC
37	002	Hallway	A Closet	Lft Door Casing		F Wood		white	0.4	GC
38	002	Hallway	A Closet	Lft Wall		F Dry wall		white	0.0	GC
39	002	Hallway	A Wall	Lft		F Plaster		white	0.0	GC



SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Code	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Method
40	001	Bedroom	B Wall		Lft		P Dry wall	white	0.1	GM
41	001	Bedroom	B Window		Lft Blinds		P Vinyl	tan	0.1	GM
42	002	Bathroom	D Door		Lft Sill		P Wood	white	0.1	GM
43	004	Bathroom	D Door		Lft Sill casing		P Wood	blue	0.1	GM
44	004	Bathroom	B Wall		Lft		P Dry wall	blue	0.0	GM
45	004	Bathroom	C Bathtub		Lft		I Steel	white	-0.1	GM
46	005	Bedroom	C Wall		Lft		P Dry wall	white	0.3	GM
47	005	Bedroom	C Wall		Lft Baseboard		P Wood	white	1.8	GM
48	006	Bedroom	C Floor		Lft		J Wood	Varnish	-0.3	GM
49	007	Dining Rm	B Wall		Lft		P Dry wall	blue	-0.1	GM
50	006	Dining Rm	I Wall		Lft		P Dry wall	blue	0.0	GM
51	007	Dining Rm	B Wall		Lft Baseboard		P Wood	white	0.5	GM
52	007	Kitchen	C Door		Lft U Sgl		P Wood	green	-0.2	GM
53	007	Kitchen	C Door		Lft Lft casing		P Wood	green	-0.2	GM
54	007	Kitchen	C Window		Lft Sash		P Wood	green	0.1	GM
55	007	Kitchen	C Window		Lft Sgl casing		P Wood	green	0.1	GM
56	007	Kitchen	C Substrate		Lft		P Steel	white	-0.2	GM
57	007	Kitchen	B Cabinet		Lft		P Wood	gray	0.3	GM
58	007	Kitchen	B Wall		Lft		P Wood	Varnish	-0.4	GM
59	007	Kitchen	B Ceiling		Lft		I Plaster	white	0.0	GM
60	008	Bedroom	D Door		Lft U Sgl		P Wood	white	0.1	GM
61	008	Bedroom	D Door		Lft Lft casing		P Wood	white	0.0	GM
62	008	Bedroom	B Wall		Lft Baseboard		P Wood	yellow	-0.1	GM
63	008	Bedroom	D Window		Lft Blinds		P Vinyl	white	0.1	GM
64	008	Bedroom	D Window		Lft Sgl casing		P Wood	pink	-0.1	GM
65	008	Bedroom	A Wall		Lft		P Dry wall	white	-0.2	GM
66	009	Dining Rm	A Wall		Lft		P Dry wall	white	0.0	GM
67	009	Dining Rm	A Wall		Lft Baseboard		P Wood	white	0.2	GM
68	009	Dining Rm	A Floor		Lft		I Wood	Varnish	0.1	GM
69	009	Dining Rm	A Wall		Lft		I Dry wall	white	0.2	GM
70	011	Bathroom	A Door		Lft U Sgl		I Wood	white	0.3	GM
71	011	Bathroom	A Door		Lft Sgl casing		I Wood	white	0.1	GM
72	011	Bathroom	A Bathtub		Lft		I Steel	white	0.0	GM
73	013	Bedroom	B Wall		Lft		I Dry wall	blue	-0.4	GM
74	013	Bedroom	B Wall		Lft		P Dry wall	white	0.0	GM
75	012	Bedroom	B Window		Lft Sash		P Dry wall	white	0.1	GM
76	013	Bedroom	B Window		Lft Sash		P Dry wall	white	-0.1	GM
77	013	Bedroom	B Window		Lft Blinds		I Vinyl	white	0.0	GM
78	014	Dining Rm	D Floor		Lft		I Wood	Varnish	-0.2	GM
79	014	Dining Rm	B Wall		Lft		P Dry wall	white	0.1	GM
80		CALIBRATION							1.0	TC
81		CALIBRATION							1.0	TC
82		CALIBRATION							0.5	TC

--- End of Readings ---



000044

## Appendix 2

# XRF Summary Results





## SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.0  
 Report No: 07/16/12 10:25  
 Total Readings: 82 Actionable: 19  
 Job Started: 07/16/12 10:25  
 Job Finished: 07/16/12 12:01

Reading No	Wall	Structure	Location	Number	Faint Cond	Substrate	Color	Lead Imp/ft <sup>2</sup>	Notes
<b>Exterior Room 001 Front A</b>									
000	A	Brick	Left	Column	F	Wood	White	0.5	GN
001	A	Wall	Left		F	Brick	White	0.5	GN
010	A	Window	Left	Rgt ceiling	F	Wood	Black	1.4	GN
<b>Exterior Room 002 Back</b>									
011	A	Wall	Left		F	Brick	White	0.5	GN
012	A	Wall	Left		F	Wood	White	1.8	GN
013	A	Window	Left	Rgt ceiling	F	Wood	Black	0.9	GN
029	C	Wall	Left		F	Wood	White	0.9	GN
020	C	Wall	Left		F	Brick	White	7.0	GN
014	C	Window	Left	Rgt ceiling	F	Wood	White	2.1	GN
<b>Exterior Room 004 Right</b>									
024	D	Wall	Left		F	Brick	White	4.5	GN
026	D	Wall	Left		F	Brick	White	1.8	GN
027	D	Window	Left	Rgt ceiling	F	Wood	White	2.8	GN
029	D	Door	Left	U Rgt	F	Wood	White	0.5	GN
<b>Interior Room 001 Dining Rm</b>									
015	A	Wall	Left	Backboard	F	Wood	White	1.0	GN
<b>Interior Room 005 Bedroom</b>									
047	C	Wall	Left	Backboard	F	Wood	White	1.0	GN
<b>Interior Room 007 Kitchen</b>									
057	D	Cabinet	Left		F	Wood	Gray	1.4	GN
<b>Interior Room 008 Bedroom</b>									
063	D	Window	Left	Blinds	F	Vinyl	White	2.1	GN
<b>Interior Room 011 Bathroom</b>									
072	A	Bathtub	Left		F	Steel	White	1.5	GN
<b>Interior Room 013 Bedroom</b>									
077	D	Window	Left	Blinds	F	Vinyl	White	2.0	GN

Calibration Readings:

---- End of Readings ----



000046

## Appendix 3

# XRF Distribution Report



## DETAILED REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.0  
 Report No.: 07/16/12 10.25  
 Total Readings: 82  
 Job Started: 07/16/12 10:25  
 Job Finished: 07/16/12 12:01

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Method
<b>Exterior Room 001 Front A</b>									
008	A	Front	Lft	Column	P	Wood	white	5.5	QM
009	A	Porch	Lft	Ceiling	I	Wood	white	0.2	QM
007	A	Wall	Lft		P	Brick	white	5.8	QM
010	A	Window	Lft	Rgt casing	P	Wood	black	5.4	QM
005	A	Door	Lft	Lft casing	P	Wood	brown	0.0	QM
006	A	Door	Lft	U Rgt	P	Wood	brown	0.1	QM
004	A	Door	Lft	L Rgt	P	Wood	brown	0.0	QM
<b>Exterior Room 002 Back</b>									
011	A	Wall	Lft		P	Brick	white	9.3	QM
012	A	Wall	Lft		P	Wood	white	1.8	QM
013	A	Window	Lft	Rgt casing	P	Wood	black	1.2	QM
014	A	Window	Lft	Rgt casing	I	Wood	black	0.2	QM
015	A	Window	Lft	Rgt casing	P	Wood	black	5.9	QM
020	C	Wall	Lft		P	Wood	white	1.3	QM
023	C	Wall	Lft		P	Brick	white	2.8	QM
016	C	Window	Lft	Rgt casing	P	Wood	black	0.0	QM
017	C	Window	Lft	Rgt casing	P	Wood	white	4.4	QM
019	C	Door	Lft	Lft casing	P	Wood	black	0.2	QM
020	C	Door	Lft	Lft casing	P	Wood	white	0.0	QM
021	C	Door	Lft	Lft casing	P	Wood	green	0.6	QM
018	C	Door	Lft	U Rgt	P	Wood	black	0.0	QM
<b>Exterior Room 004 Right</b>									
024	B	Wall	Lft		P	Brick	white	9.2	QM
025	B	Wall	Lft		P	Wood	white	0.3	QM
026	B	Wall	Lft		P	Brick	white	1.1	QM
027	B	Window	Lft	Rgt casing	P	Wood	white	2.8	QM
028	B	Door	Lft	Header	P	Wood	white	0.1	QM
029	B	Door	Lft	U Rgt	P	Wood	white	3.9	QM
<b>Interior Room 001 Living Rm</b>									
032	A	Wall	Lft	Baseboard	I	Wood	white	1.0	QM
033	A	Wall	Lft		P	Dry wall	blue	0.2	QM
034	A	Floor	Lft		I	Wood	varnish	0.1	QM
031	A	Door	Lft	Rgt casing	P	Wood	white	0.3	QM
030	A	Door	Lft	U Rgt	P	Wood	white	0.2	QM
<b>Interior Room 002 Hallway</b>									
035	A	Wall	Lft		P	Finisher	white	0.0	QM
036	A	Floor	Lft		I	Wood	varnish	0.2	QM

## DETAILED REPORT OF LEAD PAINT INSPECTION FOR:

Reading No.	Wall	Structure	Location	Number	Paint Lead	Substrate	Color	Lead (mg/cm²)	Media
016	A	Closet	Lft	Door	P	Wood	white	0.9	GM
017	A	Closet	Lft	Door casing	P	Wood	white	0.1	GM
018	A	Closet	Lft	Wall	T	Dry wall	white	1.2	GM
Interior Room 003 Bedroom									
040	E	Wall	Lft		P	Dry wall	white	0.6	GM
041	E	Window	Lft	Blinds	P	Vinyl	tan	0.0	GM
Interior Room 004 Bathroom									
042	C	Bath tub	Lft		I	Steel	white	0.1	GM
044	D	Wall	Lft		P	Dry wall	blue	0.0	GM
043	E	Door	Lft	Hander	P	wood	white	0.2	GM
045	E	Door	Lft	Rgt casing	P	wood	blue	0.2	GM
Interior Room 005 Bedroom									
046	E	Wall	Lft		P	Dry wall	white	0.1	GM
047	E	Wall	Lft	baseboard	P	Wood	white	1.1	GM
048	C	Floor	Lft		I	Wood	Varnish	1.1	GM
Interior Room 006 Dining Rm									
049	E	Wall	Lft		P	Dry wall	blue	0.0	GM
051	E	Wall	Lft	baseboard	P	Wood	white	0.2	GM
048	E	Wall	Lft		P	Dry wall	blue	0.1	GM
Interior Room 007 Kitchen									
053	E	Cabinet	Lft		T	Wood	gray	1.4	GM
050	E	Wall	Lft		P	Wood	Varnish	0.4	GM
055	E	Ceiling	Lft		I	Plaster	white	0.0	GM
054	E	Cabinet	Lft		P	Steel	white	0.1	GM
051	E	Window	Lft	Rgt casing	P	Wood	green	0.0	GM
054	E	Window	Lft	case	P	Wood	green	0.0	GM
053	E	Door	Lft	Lft casing	P	Wood	green	0.2	GM
052	E	Door	Lft	U Rgt	P	Wood	green	0.2	GM
Interior Room 008 Bedroom									
061	E	Wall	Lft		P	Dry wall	white	0.2	GM
062	D	Wall	Lft	baseboard	P	Wood	Yellow	0.1	GM
061	E	Window	Lft	Blinds	I	Vinyl	white	2.1	GM
064	D	Window	Lft	Rgt casing	P	Wood	pink	0.1	GM
061	D	Door	Lft	Lft casing	P	Wood	white	0.0	GM
060	E	Door	Lft	U Rgt	P	Wood	white	0.1	GM
Interior Room 009 Living Rm									
063	A	Wall	Lft		P	Dry wall	white	0.0	GM
061	A	Wall	Lft	baseboard	P	Wood	white	0.2	GM
065	A	Wall	Lft		I	Dry wall	white	0.1	GM
066	A	Floor	Lft		I	wood	Varnish	0.1	GM
Interior Room 011 Bathroom									



## DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/18/2012  
 Abatement Level: 1.0  
 Report No: 07/16/12 10.25  
 Total Reading Sets: 76  
 Job Started: 07/16/12 10:25  
 Job Finished: 07/16/12 12:01

Structure	Total	Structure Distribution		
		Positive	Negative	Inconclusive
Staircase	8	1 <12.5%	1 <12.5%	0 <0%
Cabinet	2	1 <50%	1 <50%	0 <0%
Ceiling	1	0 <0%	1 <100%	0 <0%
Closet Door	1	1 <100%	1 <100%	0 <0%
Closet Door Siding	1	0 <0%	1 <100%	0 <0%
Closet Wall	1	0 <0%	1 <100%	0 <0%
Door Header	2	0 <0%	2 <100%	0 <0%
Door L Spt	1	0 <0%	1 <100%	0 <0%
Door Lft Siding	0	0 <0%	0 <100%	0 <0%
Door Rgt Siding	1	1 <100%	1 <100%	0 <0%
Door U Spt	1	1 <100%	1 <100%	0 <0%
Floor	5	0 <0%	5 <100%	0 <0%
Porch Ceiling	1	0 <0%	1 <100%	0 <0%
Porch Column	1	1 <100%	0 <0%	0 <0%
Wall	22	1 <4.5%	13 <59%	0 <0%
Wall Baseboard	5	1 <20%	3 <60%	0 <0%
Window Blinds	1	2 <100%	1 <100%	0 <0%
Window Rgt Siding	9	4 <44%	5 <55%	0 <0%
Window Sash	1	0 <0%	1 <100%	0 <0%
Inspection Totals:	76	14 <18%	37 <49%	0 <0%





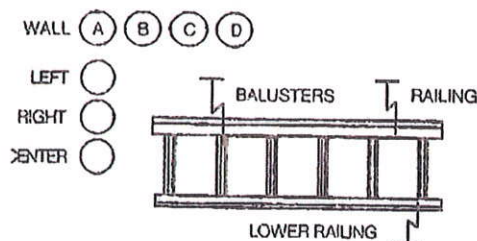
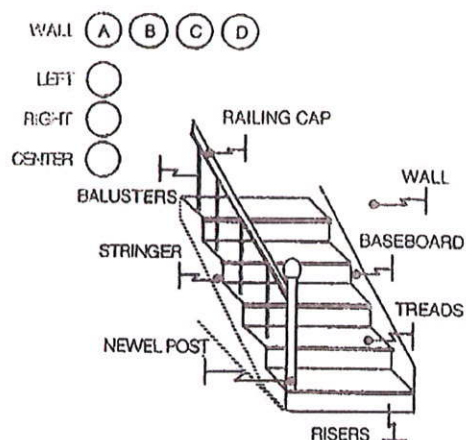
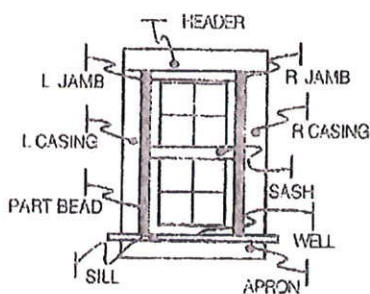
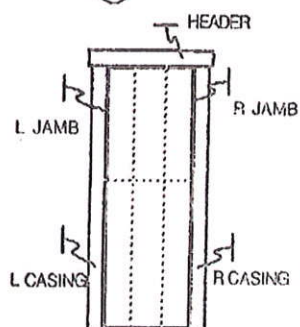
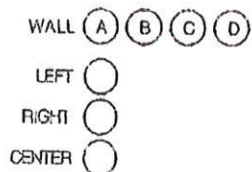
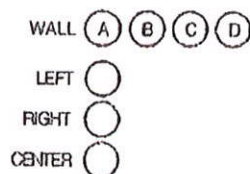
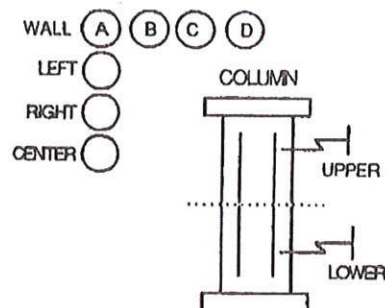
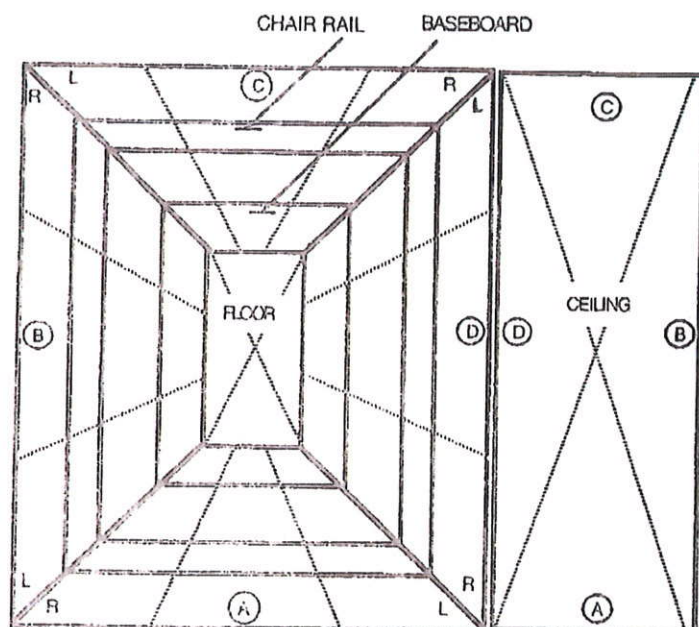
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## Appendix 4

### Example Room & Component Diagrams

# ASTAR ABATEMENT, INC

Quality Safety Reliability

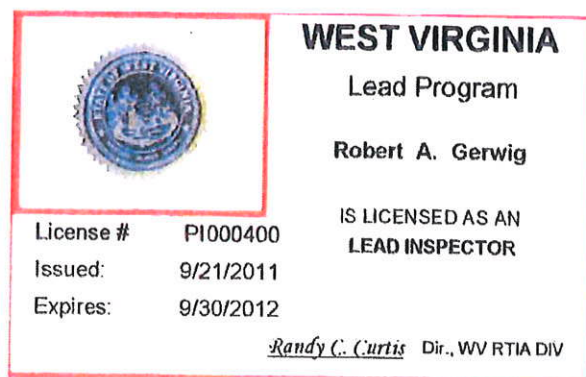




## Appendix 5

### Certifications / Licenses





# EXHIBIT #2



## ASBESTOS REPORT

Report Date:  
**7/31/2012**

Project Number:  
**12-392**

Asbestos Present:

- ☒ Yes  
☐ No  
☐ Friable  
☒ Non-Friable  
☐ Presumed

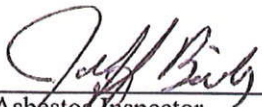
Property Owner:  
**WV Division of  
Corrections  
1409 Greenbrier Street  
Charleston, WV 25311**

Property Address:  
WV Division of Corrections  
Building #1 House  
Pruntytown, WV  
Rt. 4 Box 49A  
Grafton, WV

### SYNOPSIS

Mr. Philip Farley requested an asbestos inspection for demolition at WV Division of Corrections Building #1 house Pruntytown, WV. Please see Appendix 3 for quantities, percentages and location of asbestos containing materials.

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Asbestos Inspector  
License #: **A1006550**  
Date **7-31-12**

  
Peer Review  
Date **7-31-12**



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Section	Title	Page
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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. Thirty nine (39) 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 some 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 Health 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 Mr. Philip Farley, Astar conducted a complete asbestos inspection of the property on WV Division of Corrections Building #1 house Pruntytown, 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 decks, 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 not exist at the premises.





**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.(lf):** Linear feet

**TSI:** Thermal System Insulation

**Ftgs:** Fittings



## 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*
*The inspector shall insure that the number of samples taken were “sufficient to determine” whether the material contains asbestos.	

The sample(s) were collected and placed in a clean, sealable 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



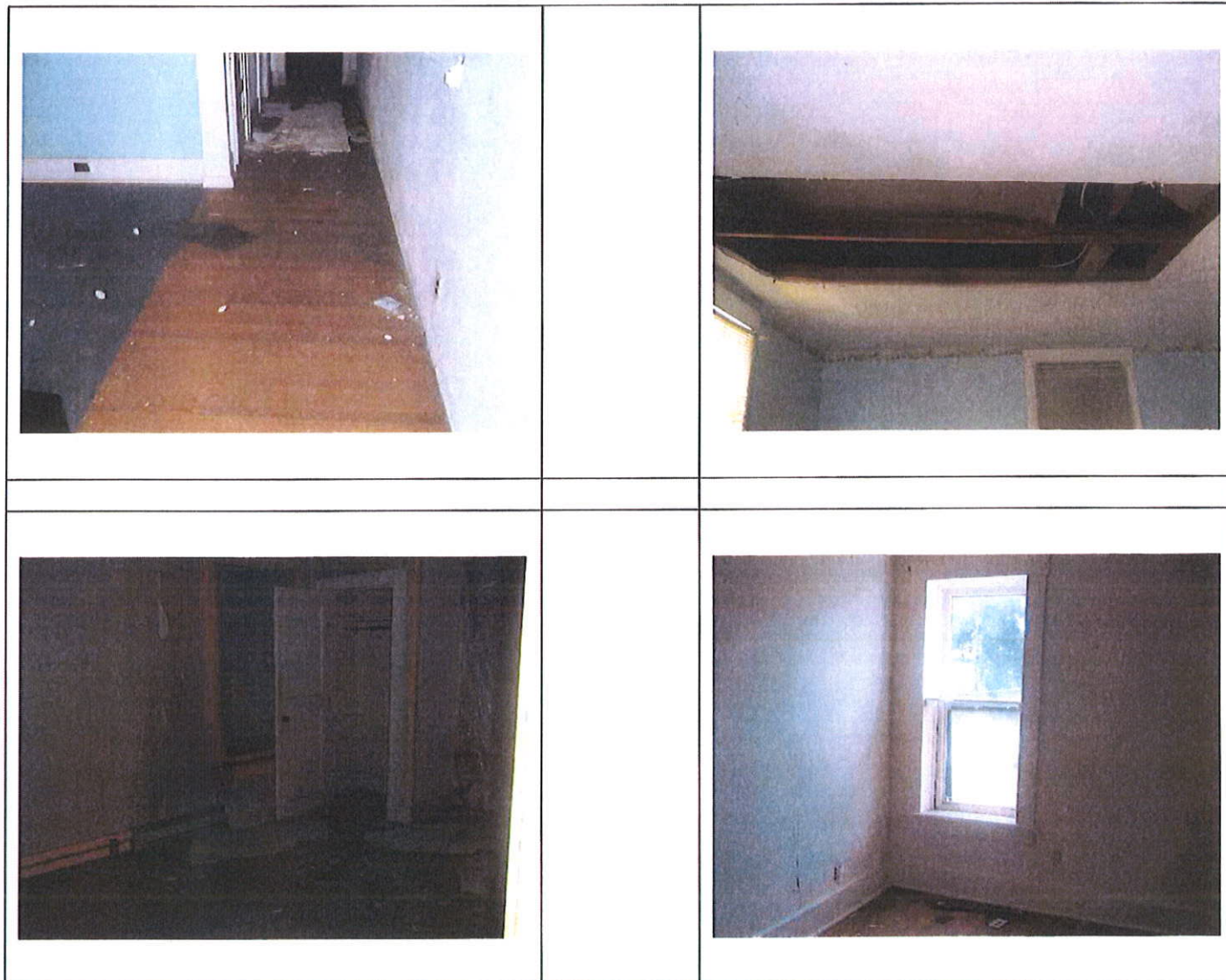


content of each sample. If a bulk sample contained more than one distinct layer of material, each layer was analyzed separately. This separation resulted in a total number of Fifty three (53) samples being analyzed.

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.

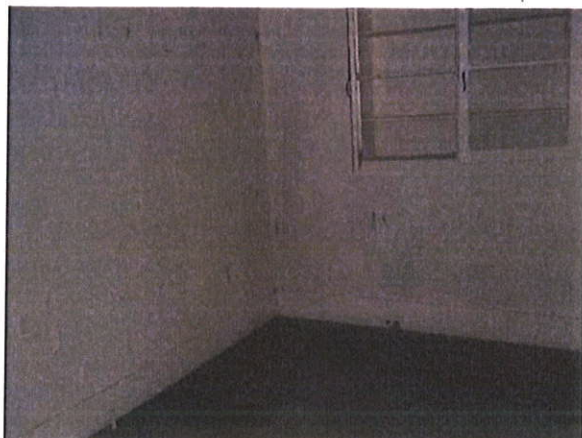


**Section 5 – Photograph/Drawings**





**ASTAR ABATEMENT, INC**  
*Quality Safety Reliability*













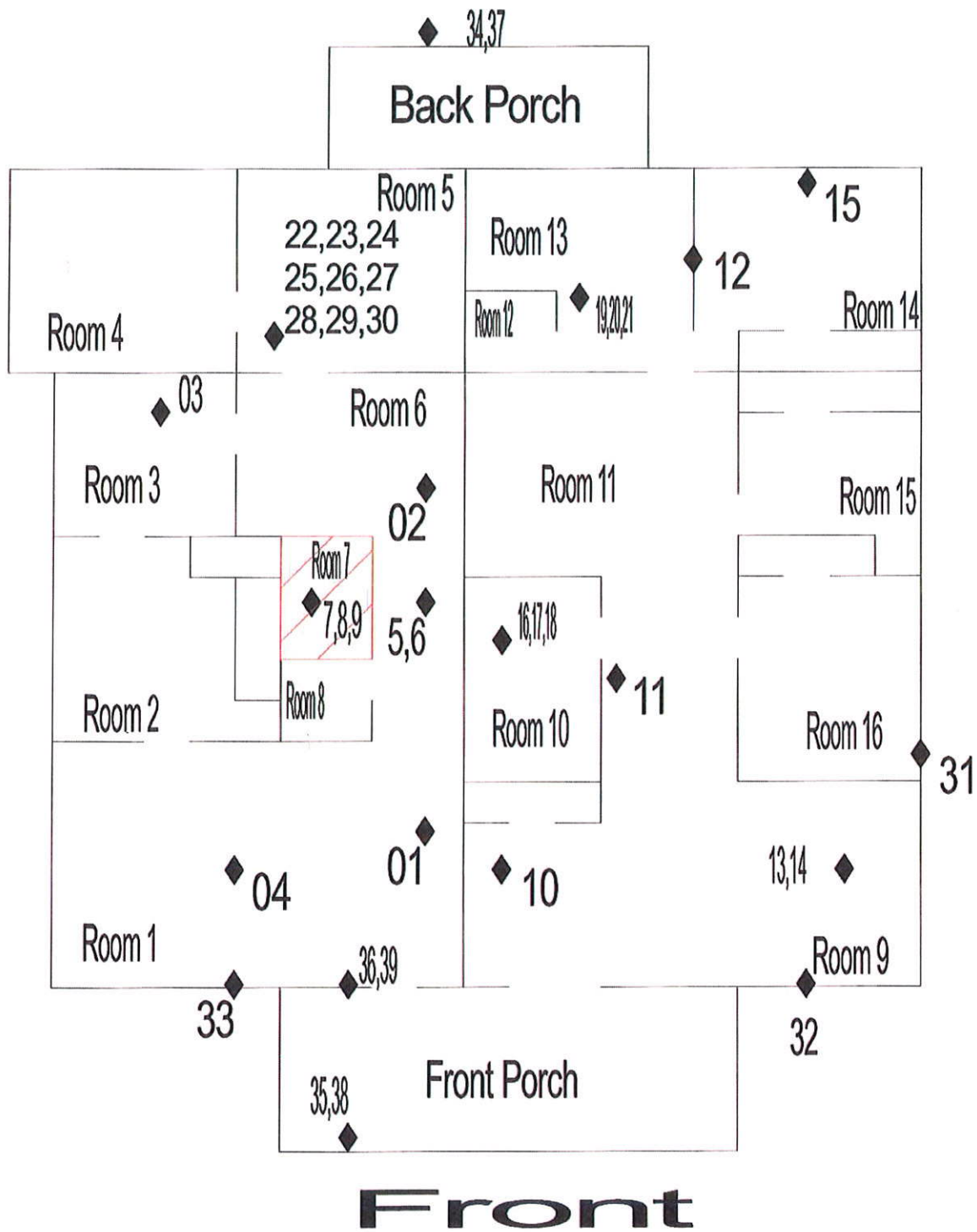




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Asbestos Containing Materials



Approx. Sample Locations

**Asbestos Inspection**

Date  
7/31/2012

Project  
12-392  
Drawn By  
JGB

WV Division of Corrections  
Pruntytown, WV

Page 1



# Appendix 1

## Laboratory Results



Client WV Division of Corr.  
Inspector Jeff Michael

Job # 12-392  
Date 7-16-2012

Turn-Around Time  
☐ 4 Hours ☐ 24 Hours ☐ 48 Hours ☐ 3 Days ☒ 5 Days

Sample ID	Material Description	Lab ID
12-392-01	Sheetrock (wall)	Room 1
02	" "	Room 6
03	" "	Room 3
04	Ceiling (Plaster)	Room 1
05	" "	Room 6
06	" "	Room 6
07	12x12 F/T (Edge)	Room 7
08	" "	" "
09	" "	" "
010	Sheetrock (wall)	Room 9
011	" "	Room 11
012	" "	Room 14
013	Sheetrock (ceiling)	Room 9
014	" "	Room 9
015	" "	Room 14
016	MULTIPLAYERS	Room 10
017	" "	" "
018	" "	" "
019	12x12 F/T Blue	Room 13
020	" "	" "
021	" "	" "
022	TOP Layer - No. Tan	Room 5
023	" "	" "
024	" "	" "
025	2ND Layer	Room 5
026	" "	" "
027	" "	" "
028	LEVELING STRIP	" "
029	" "	" "
030	" "	" "
031	WINDOW GLAZING	EXTERIOR WINDOWS
032	" "	" "
033	" "	" "
034	FELT PAPER	ROOF
035	" "	" "
036	" "	" "



000946747

Check Back For Additional Samples

Relinquished By:	Date/Time:	Relinquished By: <u>Kevin</u>	Date/Time: <u>7/18/12 9:05</u>
Relinquished By:	Date/Time:	Relinquished By: <u>William Tran</u>	Date/Time: <u>7/19/12 10:01</u>

PO. Box 13533  
Sissonville, WV 25360

Corporate E-mail  
astarinc@verizon.net

304-984-4030 Voice  
304-984-4031 Fax

**ASTAR ABATEMENT, INC.**  
Asbestos Abatement • Lead-Based Paint  
Consulting & Remediation Services

Job # 12-392  
Date \_\_\_\_\_

**Turn-Around Time**  
☐ 4 Hours ☐ 24 Hours ☐ 48 Hours ☐ 3 Days ☐ 5 Days

1. 姓名: \_\_\_\_\_ 性别: \_\_\_\_\_ 年龄: \_\_\_\_\_  
 2. 职业: \_\_\_\_\_ 单位: \_\_\_\_\_  
 3. 住址: \_\_\_\_\_ 电话: \_\_\_\_\_  
 4. 电子邮箱: \_\_\_\_\_  
 5. 身份证号: \_\_\_\_\_  
 6. 银行卡号: \_\_\_\_\_  
 7. 支付宝账号: \_\_\_\_\_  
 8. 微信账号: \_\_\_\_\_  
 9. 其他联系方式: \_\_\_\_\_  
 10. 其他信息: \_\_\_\_\_  
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 99. 其他信息: \_\_\_\_\_  
 100. 其他信息: \_\_\_\_\_

000946747

### Check Back For Additional Samples

Requested By: <i>[Signature]</i>	Date/Time: 7-16-12	Requested By: <i>[Signature]</i>	Date/Time: 7/18/12 9:05
Requested By: <i>[Signature]</i>	Date/Time:	Requested By: <i>[Signature]</i>	Date/Time: 7/19/12 1:30 PM

304-984-4030 Voice  
304-984-4031 Fax





Report for:

**Mr. Greg Pauley**  
**Astar Abatement, Inc.**  
539 Kanawha Two Mile Rd.  
Charleston, WV 25312

---

Regarding:      Project: 12-392  
                     EML ID: 946747

Approved by:

Dates of Analysis:  
Asbestos-EPA Method 600/R-93/116: 07-23-2012

*Miguel Constantino Ines*

Technical Manager  
Miguel Ines

Service SOPs: Asbestos-EPA Method 600/R-93/116 (EPA-600/M4-82-020 (SOP 01267))

---

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. 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

EMLab P&K, LLC

EMLab ID: 946747, Page 1 of 10



**EMLab P&K**

3585 Cadillac Ave, Suite A, Costa Mesa, CA 92626  
(866) 465-6653 Fax (858) 569-5806 www.emlab.com

Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

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

Total Samples Submitted: 39

Total Samples Analysed: 39

Total Samples with Layer Asbestos Content > 1%: 3

**Location: 12-392-01, Sheetrock (wall)-room 1**

Lab ID-Version†: 4218559-1

Sample Layers	Asbestos Content
White Texture	ND
White Drywall	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-02, Sheetrock (wall)-room 6**

Lab ID-Version†: 4218560-1

Sample Layers	Asbestos Content
White Drywall With Paint	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-03, Sheetrock (wall)-room 3**

Lab ID-Version†: 4218561-1

Sample Layers	Asbestos Content
White Drywall With Paint	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-04, Ceiling (plaster)-room 1**

Lab ID-Version†: 4218562-1

Sample Layers	Asbestos Content
Gray Plaster With Paint	ND
Sample Composite Homogeneity:	Good

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C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-05, Ceiling (plaster)-room 6**

Lab ID-Version‡: 4218563-1

Sample Layers	Asbestos Content
Gray Plaster With Paint	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-06, Ceiling (plaster)-room 6**

Lab ID-Version‡: 4218564-1

Sample Layers	Asbestos Content
Gray Plaster With Paint	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-07, 12x12 F/T (beige)-room 7**

Lab ID-Version‡: 4218565-1

Sample Layers	Asbestos Content
Beige Floor Tile (Top Layer)	ND
Brown Floor Tile (Bottom Layer)	2% Chrysotile
Sample Composite Homogeneity: Good	

**Location: 12-392-08, 12x12 F/T (beige)-room 7**

Lab ID-Version‡: 4218566-1

Sample Layers	Asbestos Content
Beige Floor Tile (Top Layer)	ND
Brown Floor Tile (Bottom Layer)	2% Chrysotile
Sample Composite Homogeneity: Good	

**Location: 12-392-09, 12x12 F/T (beige)-room 7**

Lab ID-Version‡: 4218567-1

Sample Layers	Asbestos Content
Beige Floor Tile (Top Layer)	ND
Brown Floor Tile (Bottom Layer)	2% Chrysotile
Sample Composite Homogeneity: Good	

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Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-010, Sheetrock (wall)-room 9**

Lab ID-Version†: 4218568-1

Sample Layers	Asbestos Content
White Drywall With Paint	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-011, Sheetrock (wall)-room 11**

Lab ID-Version†: 4218569-1

Sample Layers	Asbestos Content
White Drywall With Paint	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-012, Sheetrock (wall)-room 14**

Lab ID-Version†: 4218570-1

Sample Layers	Asbestos Content
White Drywall With Paint	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-013, Sheetrock (ceiling)-room 9**

Lab ID-Version†: 4218571-1

Sample Layers	Asbestos Content
White Texture	ND
White Drywall	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

**Location: 12-392-014, Sheetrock (ceiling)-room 9**

Lab ID-Version†: 4218572-1

Sample Layers	Asbestos Content
White Texture	ND
White Drywall	ND
Composite Non-Asbestos Fibrous Content:	10% Cellulose
Sample Composite Homogeneity:	Good

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Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-015, Sheetrock (ceiling)-room 14**

Lab ID-Version†: 4218573-1

Sample Layers	Asbestos Content
White Texture	ND
White Drywall	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-016, Multi-layers-room 10**

Lab ID-Version†: 4218574-1

Sample Layers	Asbestos Content
Green Floor Tile	ND
White Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	10% Cellulose 10% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-017, Multi-layers-room 10**

Lab ID-Version†: 4218575-1

Sample Layers	Asbestos Content
Green Floor Tile	ND
White Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	10% Cellulose 10% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-018, Multi-layers-room 10**

Lab ID-Version†: 4218576-1

Sample Layers	Asbestos Content
Green Floor Tile	ND
White Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	10% Cellulose 10% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Good

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C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-019, 12x12 F/T blue-room 13**

Lab ID-Version†: 4218577-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-020, 12x12 F/T blue-room 13**

Lab ID-Version†: 4218578-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-021, 12x12 F/T blue-room 13**

Lab ID-Version†: 4218579-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-022, Top layer lino. tan-room 5**

Lab ID-Version†: 4218580-1

Sample Layers	Asbestos Content
Tan Linoleum with Fibrous Backing	ND
Composite Non-Asbestos Fibrous Content:	25% Cellulose
Sample Composite Homogeneity: Good	

**Location: 12-392-023, Top layer lino. tan-room 5**

Lab ID-Version†: 4218581-1

Sample Layers	Asbestos Content
Tan Linoleum with Fibrous Backing	ND
Composite Non-Asbestos Fibrous Content:	25% Cellulose
Sample Composite Homogeneity: Good	

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Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-024, Top layer lino. tan-room 5**

Lab ID-Version†: 4218582-1

Sample Layers	Asbestos Content
Tan Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-025, 2nd layer-room 5**

Lab ID-Version†: 4218583-1

Sample Layers	Asbestos Content
Multicolored Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-026, 2nd layer-room 5**

Lab ID-Version†: 4218584-1

Sample Layers	Asbestos Content
Multicolored Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-027, 2nd layer-room 5**

Lab ID-Version†: 4218585-1

Sample Layers	Asbestos Content
Multicolored Linoleum with Fibrous Backing	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-028, Leveling strip-room 5**

Lab ID-Version†: 4218586-1

Sample Layers	Asbestos Content
White Leveling Compound	ND
<b>Sample Composite Homogeneity:</b>	Good

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C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-029, Leveling strip-room 5**

Lab ID-Version‡: 4218587-1

Sample Layers	Asbestos Content
White Leveling Compound	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-030, Leveling strip-room 5**

Lab ID-Version‡: 4218588-1

Sample Layers	Asbestos Content
White Leveling Compound	ND
Sample Composite Homogeneity: Good	

**Location: 12-392-031, Window glazing-exterior windows**

Lab ID-Version‡: 4218589-1

Sample Layers	Asbestos Content
White Window Glazing	< 1% Chrysotile
Sample Composite Homogeneity: Good	

**Location: 12-392-032, Window glazing-exterior windows**

Lab ID-Version‡: 4218590-1

Sample Layers	Asbestos Content
White Window Glazing	< 1% Chrysotile
Sample Composite Homogeneity: Good	

**Location: 12-392-033, Window glazing-exterior windows**

Lab ID-Version‡: 4218591-1

Sample Layers	Asbestos Content
White Window Glazing	< 1% Chrysotile
Sample Composite Homogeneity: Good	

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Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-392-034, Felt park-roof**

Lab ID-Version‡: 4218592-1

Sample Layers	Asbestos Content
Black Felt	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-035, Felt park-roof**

Lab ID-Version‡: 4218593-1

Sample Layers	Asbestos Content
Black Felt	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-036, Felt park-roof**

Lab ID-Version‡: 4218594-1

Sample Layers	Asbestos Content
Black Felt	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-037, Shingles-roof**

Lab ID-Version‡: 4218595-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	40% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-392-038, Shingles-roof**

Lab ID-Version‡: 4218596-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	40% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

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Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-392

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

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

Location: 12-392-039, Shingles-roof

Lab ID-Version†: 4218597-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Composite Non-Asbestos Fibrous Content:	40% Glass Fibers
Sample Composite Homogeneity:	Good

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## Appendix 2 Certification/License



***This Certificate is Awarded***  
**Jeff G. Bailey**

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

**Asbestos Inspector Refresher**

**Course Dates**  
10/11/2011 Thru 10/11/2011

**Exam Date**  
10/11/2011

**Expiration Date**  
10/11/2012

**Total Hours**  
4

**Certificate Number**  
AC13107-461

**Leiton E. Miller, III**  
**Instructors Name**  
  
**Instructors Signature**

There is a printed watermark below the Instructors signature on the original



**WEST VIRGINIA**  
**Asbestos Program**

**Jeff Bailey**

**IS LICENSED AS AN**  
**ASBESTOS INSPECTOR**

**License #** AI006550  
**Issued:** 11/4/2011  
**Expires:** 11/30/2012

Randy C. Curtis Dir., WV RTIA DIV

  
**ASTAR ABATEMENT, INC**  
*Quality Safety Reliability*

**Post Office Box 13533**  
**Sissonville, West Virginia 25360**  
**Phone: (304) 984-4030**  
**Fax: (304) 984-4031**

000083



000031

## Appendix 3

# SUMMARY OF ACM MATERIALS

Material Description	Sample #	Quantity	Result	Room #
Sheetrock (wall)	12-392-01-02-03	-----	NAD	Rooms 1,3,6
Ceiling (plaster)	12-392-04-05-06	-----	NAD	Rooms 1,6
<b>12" x 12" Floor tile (beige)(bottom layer was attached to top layer) (bottom layer is positive and did not show any mastic) over wood</b>	<b>12-392-07-08-09</b>	<b>36 SF</b>	<b>2% Chrysotile</b>	<b>Room 7</b>
Sheetrock (wall)	12-392-010-011-012	-----	NAD	Rooms 9,11,14
Sheetrock (ceilings)	12-392-013-014-015	-----	NAD	Rooms 9,14
Multiply layers (linoleum)	12-392-016-017-018	-----	NAD	Room 10
12" x 12" Floor tile (blue)	12-392-019-020-021	-----	NAD	Room 13
Linoleum (top layer) tan	12-392-022-023-024	-----	NAD	Room 5
Linoleum (bottom layer)	12-392-025-026-027	-----	NAD	Room 5
Leveling compound (strip)	12-392-028-029-030	-----	NAD	Room 5
Window glazing	12-392-031-032-033	-----	NAD Less than 1%	Exterior Windows
Felt paper	12-392-034-035-036	-----	NAD	Roof
Shingles	12-392-037-038-039	-----	NAD	Roof

SF-Square Feet    LF – Linear Feet    JT – Joints    NAD – No Asbestos Detected

# EXHIBIT #3



000087

## LEAD-BASED PAINT REPORT

Report Date:  
**8/3/2012**Project Number:  
**12-395**Lead-Based Paint/Lead  
Containing Materials Present:Property Owner:  
**WV Division of  
Corrections**  
1409 Greenbrier Street  
Charleston, WV 25311Property Address:  
Building #2 (2-Story)  
Pruntytown, WV☒ Yes  
☐ No  
☐ Presumed

## SYNOPSIS

Mr. Philip Fraley requested a lead-based paint inspection for Building #2 – 2 Story dwelling at the Facility at Pruntytown, WV. Refer to Table 2 – Scope of Work for a detailed listing of lead-based painted surfaces.

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*Robert A. Buis* 8-8-2012  
Lead-Based Paint Inspector Date  
License #: PI000400

*Jeff Buis* 8-8-12  
Peer Review Date



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## 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/cm<sup>2</sup> or 0.5 percent by weight for this survey. Lead paint amounts were reported mg/cm<sup>2</sup> 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/cm<sup>2</sup>, 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.

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.
3. **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 Mr. Farley of the WV Division of Correction, Astar conducted a complete lead paint inspection of the property on Building #2 (2-story) dwelling at Grafton, 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:

### EXTERIOR SURFACES

- 04 Room 1, Front, Door casing, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 07 Room 1, Front, Door threshold, wood, green color – poor condition (2.7 mg/cm<sup>2</sup>)
- 08 Room 1, Front, Window casing, wood, green color – poor condition (3.9 mg/cm<sup>2</sup>)
- 09 Room 1, Front, Wall siding, wood, white color – poor condition (6.3 mg/cm<sup>2</sup>)
- 10 Room 1, Front, Window sash, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 11 Room 1, Front, Window casing, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 12 Room 1, Front, Porch column, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 13 Room 1, Front, Porch ceiling, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 15 Room 1, Front, Porch beam, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 16 Room 1, Front, Wall siding, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 17 Room 1, Front, Window casing, wood, green color – poor condition (1.9 mg/cm<sup>2</sup>)
- 18 Room 1, Front, Stairs, tread, wood, grey color – poor condition (4.0 mg/cm<sup>2</sup>)
- 19 Room 1, Front, Stairs, newel post, wood, green color – poor condition (4.0 mg/cm<sup>2</sup>)
- 20 Room 1, Front, Stairs, riser, wood, grey color – poor condition (6.7 mg/cm<sup>2</sup>)
- 21 Room 1, Front, Stairs, baseboard, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 22 Room 1, Front, Door, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 23 Room 1, Front, Door casing, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 24 Room 2, Left side, Window sash, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 25 Room 2, Left side, Window casing, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 26 Room 2, Left side, Wall siding, wood, white color – poor condition (1.0 mg/cm<sup>2</sup>)
- 27 Room 2, Left side, Wall siding, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 28 Room 2, Left side, Light column, concrete, white color – poor condition (4.8 mg/cm<sup>2</sup>)
- 29 Room 2, Left side, Light column, steel, black color – poor condition (0.3 mg/cm<sup>2</sup>)
- 30 Room 3, Back side, Wall siding, wood, green color – poor condition (0.1 mg/cm<sup>2</sup>)
- 31 Room 3, Back side, Wall siding, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 32 Room 4, Right side, Wall, block, green color – poor condition (1.3 mg/cm<sup>2</sup>)
- 33 Room 4, Right side, Bsmt. Door, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 34 Room 4, Right side, Bsmt. Door casing, wood, green color – poor condition (9.9 mg/cm<sup>2</sup>)
- 35 Room 4, Right side, Wall siding, wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)

### INTERIOR SURFACES

- 36 Room 1, Living room, Door (D), wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 37 Room 1, Living room, Door casing (D), wood, white color – poor condition (9.9 mg/cm<sup>2</sup>)
- 38 Room 1, Living room, Wall baseboard, wood, white color – poor condition (4.8 mg/cm<sup>2</sup>)
- 40 Room 1, Living room, Window sash (A), wood, white color – intact condition (9.9 mg/cm<sup>2</sup>)





- 41 Room 1, Living room, Window casing (A), wood, white color – intact condition (9.9 mg/cm<sup>2</sup>)
- 44 Room 2, Hallway, Door (A), wood, white color – intact condition (2.9 mg/cm<sup>2</sup>)
- 45 Room 2, Hallway, Door casing (A), wood, white color – intact condition (8.1 mg/cm<sup>2</sup>)
- 46 Room 2, Hallway, Wall baseboard, wood, white color – poor condition (9.0 mg/cm<sup>2</sup>)
- 51 Room 9, Stairwell, Floor, wood, grey color – poor condition (4.4 mg/cm<sup>2</sup>)
- 52 Room 10, Kitchen, Door casing (B), wood, white color – intact condition (9.9 mg/cm<sup>2</sup>)
- 53 Room 10, Kitchen, Wall (C), plaster, white color – intact condition (4.6 mg/cm<sup>2</sup>)
- 54 Room 11, Dining room, Wall (C), plaster, white color – intact condition (3.9 mg/cm<sup>2</sup>)
- 55 Room 11, Dining room, Floor, wood, brown color – intact condition (0.1 mg/cm<sup>2</sup>)
- 61 Room 15, Washroom, Wall (C), plaster, beige color – intact condition (0.3 mg/cm<sup>2</sup>)
- 62 Room 16, Bathroom, Wall (B), plaster, yellow color – intact condition (9.4 mg/cm<sup>2</sup>)
- 63 Room 16, Bathroom, Wall (B), plaster, yellow color – intact condition (0.5 mg/cm<sup>2</sup>)

## CONCLUSIONS

1. All exterior walls, windows, door and stairs – throughout
2. All original interior windows, door units and trim wood work – throughout
3. All original interior plaster walls – throughout
4. Exterior light poles (2)

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 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 not exist at the premises.





### **Section 3 – Summary of Findings for Lead-Based Paint**

Lead Based Paint was detected in the following painted surfaces ( $>1.0 \text{ mg/cm}^2$  as per EPA/HUD Standards):



## SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1 D  
 Report No.: 07/16/12 14 06  
 Total Readings: 65 Actionable: 40  
 Job Started: 07/16/12 14:06  
 Job Finished: 07/16/12 15:37

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Method
<b>Exterior Room 001 Front A</b>									
012	A	Porch	1ft	Column	P	Wood	green	9.9	GM
013	A	Porch	1ft	Triming	P	Wood	white	9.9	GM
015	A	Porch	1ft	Beam	P	Wood	white	9.9	GM
016	A	Wall	1ft		P	Wood	white	6.1	GM
018	A	Wall	1ft		P	Wood	white	9.5	GM
019	A	Window	1ft	Rgt casing	P	Wood	green	3.5	GM
014	A	Window	1ft	Rgt casing	P	Wood	green	9.6	GM
017	A	Window	1ft	Rgt casing	P	Wood	green	1.5	GM
010	A	Window	1ft	Beam	P	Wood	green	9.5	GM
007	A	Door	1ft	Threshold	P	Wood	green	2.7	GM
006	A	Door	1ft	Left casing	P	Wood	green	9.5	GM
023	A	Door	1ft	Left casing	P	Wood	green	9.5	GM
025	A	Door	1ft	Rgt	P	Wood	white	9.5	GM
021	A	Stairs	1ft	Backboard	P	Wood	green	9.9	GM
011	A	Stairs	1ft	Traverse	P	Wood	gray	4.0	GM
020	A	Stairs	1ft	Risers	P	Wood	gray	6.7	GM
015	A	Stairs	1ft	Newel post	P	Wood	green	4.0	GM
<b>Exterior Room 002 Left</b>									
026	B	Wall	1ft		P	Wood	white	1.0	GM
027	B	Wall	1ft		P	Wood	green	9.9	GM
025	B	Window	1ft	Rgt casing	P	Wood	green	1.3	GM
024	B	Window	1ft	Beam	P	Wood	green	9.8	GM
028	B	Column	1ft		P	Concrete	white	4.8	GM
<b>Exterior Room 001 Back</b>									
031	C	Wall	1ft		P	Wood	white	9.5	GM
<b>Exterior Room 004 Right</b>									
033	C	Wall	1ft		P	Block	green	1.3	GM
035	D	Wall	1ft		P	Wood	white	9.9	GM
034	D	Door	1ft	Rgt casing	P	Wood	green	9.9	GM
032	D	Door	1ft	Rgt	P	Wood	white	9.9	GM
<b>Interior Room 001 Living Rm</b>									
040	B	Window	1ft	Rgt casing	P	Wood	white	9.9	GM
041	B	Window	1ft	Beam	P	Wood	white	9.9	GM
038	D	Wall	1ft	Backboard	P	Wood	white	4.0	GM
036	D	Door	1ft	Header	P	Wood	white	9.9	GM
037	D	Door	1ft	Left casing	P	Wood	white	9.9	GM



## SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Method
Interior Room 002 Hallway									
046	A	Wall	Lft	Baseboard	P	Wood	White	0.1	DN
044	A	Door	Lft	U Rgt	2	Wood	White	2.8	QN
042	A	Door	Lft	U Rgt	1	Wood	White	0.1	QN
Interior Room 008 Studio									
051	E	Floor	Lft		P	Wood	Grey	4.4	QN
Interior Room 013 Kitchen									
052	D	Door	Lft	Lft casing	P	Wood	White	0.9	QN
053	C	Wall	Lft		1	Plaster	White	0.6	QN
Interior Room 011 Dining Rm									
054	C	Wall	Lft		1	Plaster	White	0.9	QN
Interior Room 016 Bedroom									
062	B	Wall	Lft		1	Plaster	Yellow	0.4	QN
---- End of Readings ----									



00009'7

#### **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

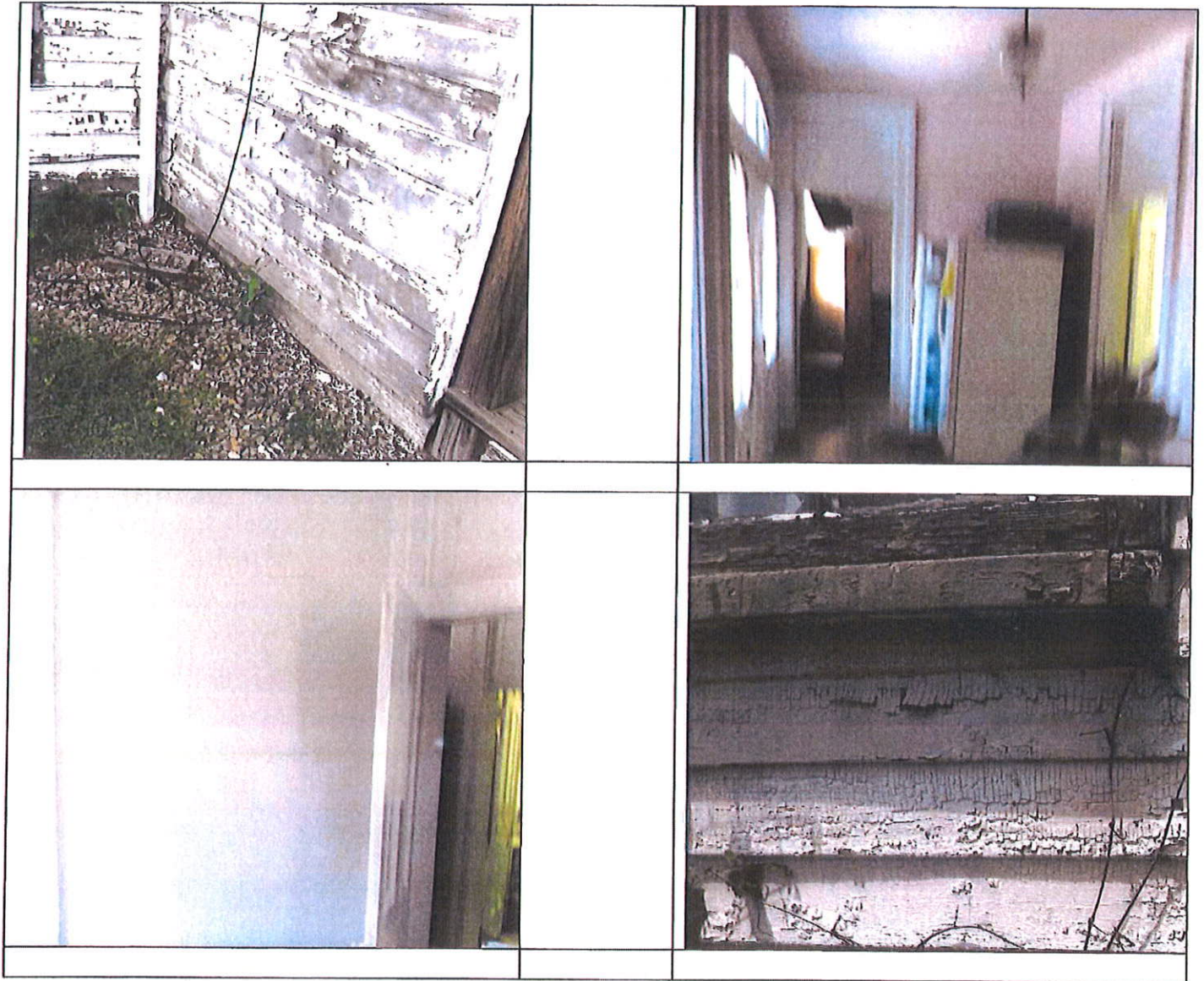


Section 5 – Photographs





**ASTAR ABATEMENT, INC**  
*Quality Safety Reliability*





# ASTAR ABATEMENT, INC.

Quality Safety Reliability

ASTAR Abatement, Inc.

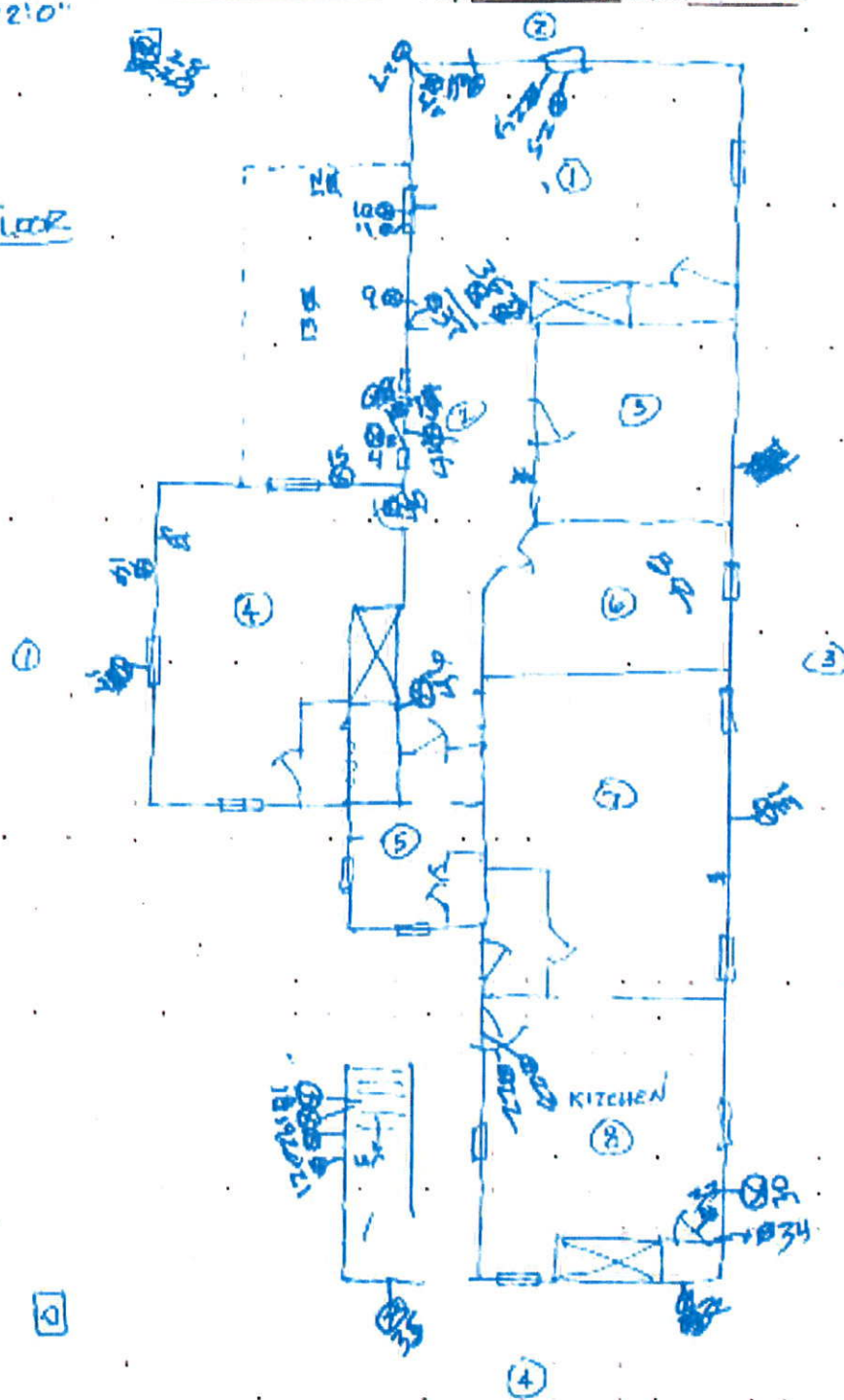
Site: FRINTETOWN, 2 Story House

Job #: 12 395

Insp: R. GERWIG Date: 7-16-12

1"=2'-0"

1<sup>ST</sup> FLOOR





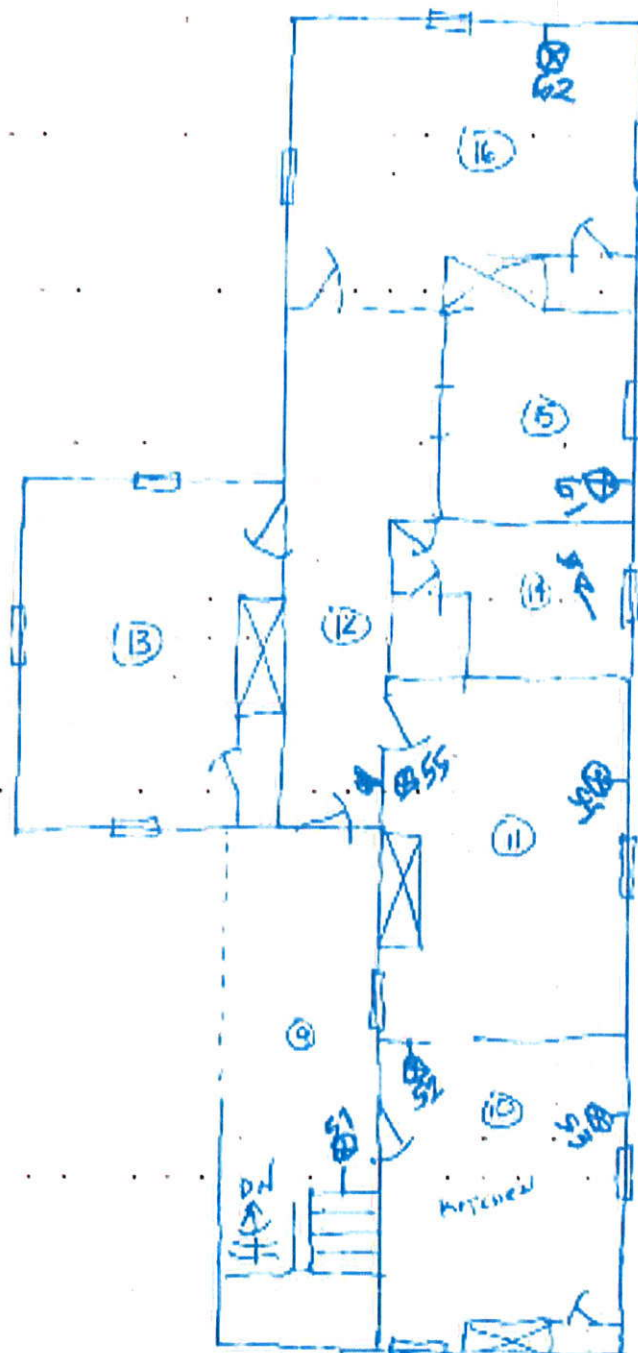
ASTAR Abatement, Inc.

Site: Pruntytown - 2-Story House  
1<sup>st</sup> = 2<sup>nd</sup> fl

Job #: 12 895

Insp: R. Gering Date: 7-16-12

2<sup>ND</sup> Floor





ASTAR Abatement, Inc.

Job # 12-395Site: Remedial - 2-Store HouseInsp. R. Green Date 7-16-17BASEMENT

# ASTAR ABATEMENT, INC. Quality Safety Reliability

Project # 12-845      Location Bu. # 2 (2-Story)      Date 7-16-12      Inspector R. G. G. W. G.

Room #	Floor	Ceiling	Wall	Doors	Windows	Closet	Misc.	Other
1	BRICK	WOOD	WOOD	5-WOOD	14-WOOD	-	WOOD FASCIA	
2	-	-	WOOD	2-WOOD	3-WOOD	-		
3	-	-	WOOD	-	2-WOOD	-		
4	-	-	-	-	10-WOOD	-		
5	WOOD	PLASTER	PLASTER	1-WOOD	3-WOOD	WOOD		
6	WOOD	PLASTER	PLASTER	6-WOOD	2-WOOD			
7	WOOD	1X1 CT	PLASTER	1-WOOD	-			
8	WOOD	PLASTER	PLASTER	1-WOOD	3-WOOD	D.W.		
9	12x12	PLASTER	DW	2-WOOD				
10	LINELINE	1X1 CT	DW	1-WOOD	1-WOOD	2-DOOR		
11	WOOD	PLASTER	PLASTER	-	2-WOOD	1-DOOR		
12	WOOD	PLASTER	PLASTER	1-WOOD	3-WOOD			



Astar Building Description								
Project # <u>12-345</u>		Location <u>Building #2 (2-Story)</u>		Date <u>1-16-12</u>		Inspector <u>R. Gering</u>		
Room #	Floor	Ceiling	Wall	Doors	Windows	Closet	Misc.	Other
9	PORCH 2x12 WOOD	WOOD	WOOD	2-WOOD	2-WOOD			
10	12x12 WOOD	PLASTER	PLASTER	1-WOOD	3-WOOD			
11	CARPET WOOD	2x4 DROPPED PLASTER	PLASTER	1-WOOD	2-WOOD		Basement Floor	
12	WOOD	PLASTER	PLASTER	5-WOOD	1-WOOD			
13	CARPET WOOD	PLASTER	PLASTER	2-WOOD	3-WOOD	1		
14	9x9 WOOD	PLASTER	PLASTER	1-WOOD	1-WOOD	1		
15	WOOD	PLASTER	PLASTER	1-WOOD	1-WOOD			
16	CARPET WOOD	PLASTER	PLASTER	2-WOOD	2-WOOD	1		
17	CONCRETE	WOOD	BLOCK	2-WOOD	2-WOOD			
18	CONCRETE	WOOD	BLOCK	1-WOOD	1-WOOD			



C00105

# Appendix 1

## XRF Sequential Results



## LEAD PAINT INSPECTION REPORT

REPORT NUMBER: 07/16/12 14:00 12-395

INSPECTION FOR: WV DIVISION OF CORRECTIONS  
1409 GREENHURST STREET  
CHARLESTON, WV 25304

PERFORMED AT: BUILDING #2 (2-STORY)  
PRINCEGEORGE CORRECTIONAL FACILITY  
PRINCEGEORGE, WV

INSPECTION DATE: 07/16/12

INSTRUMENT TYPE: RMD  
MODEL LPA-1  
XRF TYPE ANALYZER  
Serial Number:

ACTION LEVEL: 1.0 mg/cm<sup>2</sup>

OPERATOR LICENSE: PI 000400

SIGNED: Robert D. Brumby

Date: 7-17-2012


**SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:**

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 10  
 Report No.: 07/16/12 14:06  
 Total Readings: 66  
 Job Started: 07/16/12 14:06  
 Job Finished: 07/16/12 15:37

Read No.	Rn No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
1		CALIBRATION							2.6	TC
2		CALIBRATION							2.6	TC
3		CALIBRATION							2.6	TC
4	001	Front A	A Door	Lft	Lft casing	P Wood		green	9.9	QN
5	001	Front A	A Door	Lft U Rgt	P Wood			green	2.1	QN
6	001	Front A	A Door	Lft U Rgt	P Wood			white	2.3	QN
7	001	Front A	A Door	Lft threshold	P Wood			green	2.7	QN
8	001	Front A	A Window	Lft Rht casing	P Wood			green	4.9	QN
9	001	Front A	A Wall	Lft	P Mnd			white	6.3	QN
10	001	Front A	A Window	Lft Rht	P Wood			green	9.9	QN
11	001	Front A	A Window	Lft Rht casing	P Wood			green	9.9	QN
12	001	Front A	A Parach	Lft Column	P Wood			green	9.9	QN
13	001	Front A	A Parach	Lft ceiling	P Wood			white	9.9	QN
14	001	Front A	A Wall	Lft Ceiling	P Wood			white	0.2	CH
15	001	Front A	A Parach	Lft Beam	P Wood			white	9.9	QN
16	001	Front A	A Wall	Lft	P Wood			white	9.9	QN
17	001	Front A	A Window	Lft Rht casing	P Wood			green	1.3	UN
18	001	Front A	A Stairs	Lft Stairs	P Wood			Gray	4.2	QN
19	001	Front A	A Stairs	Lft Stairs	P Wood			Gray	4.2	QN
20	001	Front A	A Stairs	Lft Stairs	P Wood			Gray	4.2	QN
21	001	Front A	A Stairs	Lft Stairs	P Wood			Gray	4.2	QN
22	001	Front A	A Door	Lft U Rgt	P Wood			white	9.9	QN
23	001	Front A	A Door	Lft Lft casing	P Wood			green	6.2	QN
24	002	Left	B Window	Lft Rht	P Wood			green	9.9	QN
25	002	Left	B Window	Lft Rht casing	P Wood			green	1.3	QN
26	002	Left	B Wall	Lft	P Wood			white	1.3	QN
27	002	Left	B Wall	Lft	P Wood			green	9.9	QN
28	002	Left	B Column	Lft	P Concrete			white	4.8	QN
29	002	Left	B Column	Lft	P Steel			black	0.3	QN
30	001	Back	C Wall	Lft	P Block			green	0.1	QN
31	003	Back	C Wall	Lft	P Wood			white	9.9	QN
32	004	Right	C Wall	Lft	P Block			green	1.3	QN
33	004	Right	D Door	Lft U Rgt	P Wood			white	9.9	QN
34	004	Right	D Door	Lft Rht casing	P Wood			green	9.9	QN
35	004	Right	E Wall	Lft	P Wood			white	9.9	QN
36	001	Living Rv	E Door	Lft Header	P Wood			white	9.9	QN
37	001	Living Rv	E Door	Lft casing	P Wood			white	9.9	QN
38	001	Living Rv	E Wall	Lft Baseboard	P Wood			white	4.2	QN
39	001	Living Rv	E Floor	Lft	P Wood			white	0.2	QN





SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No	Rm No	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Notes
40	011	Living Rm	A	Window	Lft Arch	1	Wood	white	9.1	QM
41	011	Living Rm	A	Window	Lft Rgl casing	1	Wood	white	9.5	QM
42	011	Living Rm	A	Wall	Rft	1	Dry wall	white	-0.1	QM
43	002	Hallway	C	Wall	Lft	1	Dry wall	pink	-0.1	QM
44	002	Hallway	A	Door	Lft U Rgt	1	Wood	white	2.9	QM
45	002	Hallway	A	Door	Lft U Rgt	1	Wood	white	1.1	QM
46	002	Hallway	A	Wall	Lft Inneboard	1	Wood	white	1.2	QM
47	004	Bedroom	A	Wall	Lft	1	Dry wall	white	-1.2	QM
48	005	Office	A	Wall	Lft	1	Dry wall	beige	-1.2	QM
49	005	Dining Rm	C	Wall	Lft	1	Dry wall	white	-1.3	QM
50	008	Kitchen	C	Wall	Lft	1	Dry wall	white	-1.2	QM
51	009	Stairs	C	Floor	Lft	1	Wood	gray	1.4	QM
52	010	Kitchen	B	Door	Lft Lft casing	1	Wood	white	1.9	QM
53	010	Kitchen	C	Wall	Lft	1	Plaster	white	4.6	QM
54	011	Dining Rm	C	Wall	Lft	1	Plaster	white	9.9	QM
55	011	Dining Rm	C	Floor	Lft	1	Wood	brown	0.1	QM
56	012	Hallway	C	Wall	Lft	1	Plaster	beige	-0.3	QM
57	012	Hallway	C	Wall	Lft	1	Plaster	beige	-0.4	QM
58	012	Hallway	A	Wall	Rft	1	Plaster	beige	-0.2	QM
59	013	Bedroom	A	Wall	Lft	1	Plaster	beige	-0.1	QM
60	014	Bedroom	C	Wall	Lft	1	Plaster	yellow	-0.3	QM
61	015	Bedroom	C	Wall	Lft	1	Plaster	beige	0.2	QM
62	016	Bedroom	B	Wall	Lft	1	Plaster	yellow	9.4	QM
63	016	Bedroom	B	Wall	Lft	1	Plaster	yellow	0.5	QM
64		CALIBRATION							1.5	TC
65		CALIBRATION							1.7	TC

.... End of reading ....



## Appendix 2

# XRF Summary Results



## SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level 1D  
 Report No. 07/16/12 14.06  
 Total Readings 65 Actionable: 40  
 Job Started 07/16/12 14.06  
 Job Finished 07/16/12 16.37

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead Imp'lem?	Mode
<b>Exterior Room 001 Front A</b>									
012	A	Porch	Lft	Column	P	Wood	green	9.9	QH
011	A	Porch	Lft	Ceiling	P	Wood	white	9.9	QH
015	A	Porch	Lft	Beam	P	Wood	white	9.9	QH
009	A	Wall	Lft		P	Wood	white	6.3	QH
010	A	Wall	Lft		P	Wood	white	9.9	QH
013	A	Window	Lft	Rgt casing	P	Wood	green	3.5	QH
014	A	Window	Lft	Rgt casing	P	Wood	green	0.6	UN
017	A	Window	Lft	Rgt casing	P	Wood	green	1.5	UN
018	A	Window	Lft	Beam	P	Wood	green	9.9	UN
007	A	Door	Lft	Threshold	P	Wood	green	3.7	QH
004	A	Door	Lft	Lft casing	P	Wood	green	9.9	QH
023	A	Door	Lft	Lft casing	P	Wood	green	9.9	QH
021	A	Door	Lft	H Rgt	P	Wood	white	5.3	QH
024	A	Stairs	Lft	Handboard	P	Wood	green	9.9	QH
016	A	Stairs	Lft	Freads	P	Wood	Gray	4.0	QH
020	A	Stairs	Lft	Risers	P	Wood	Gray	6.7	QH
019	A	Stairs	Lft	Newel post	P	Wood	green	4.0	QH
<b>Exterior Room 002 Left</b>									
025	B	Wall	Lft		P	Wood	white	1.0	QH
027	B	Wall	Lft		P	Wood	green	9.9	QH
035	B	Window	Lft	Rgt casing	P	Wood	green	1.3	UN
026	B	Window	Lft	Beam	P	Wood	green	9.9	QH
028	B	Column	Lft		P	Concrete	white	4.8	QH
<b>Exterior Room 003 Back</b>									
031	C	Wall	Lft		P	Wood	white	9.9	UN
<b>Exterior Room 004 Right</b>									
032	C	Wall	Lft		P	Block	green	1.3	QH
036	C	Wall	Lft		P	Wood	white	9.9	QH
034	C	Door	Lft	Rgt casing	P	Wood	green	9.9	QH
033	C	Door	Lft	H Rgt	P	Wood	white	9.9	QH
<b>Interior Room 001 Living Rm</b>									
040	A	Window	Lft	Rgt casing	P	Wood	white	9.9	QH
041	A	Window	Lft	Beam	P	Wood	white	9.9	QH
038	D	Wall	Lft	Handboard	P	Wood	white	4.0	QH
036	D	Door	Lft	Header	P	Wood	white	9.9	QH
037	D	Door	Lft	Lft casing	P	Wood	white	9.9	QH



## SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Reading No	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Notes
<b>Interior Room 002 Hallway</b>									
046	A	Wall	Lft	Baseboard	P	Wood	white	0.1	DN
044	A	Door	Lft	C Rgt	2	Wood	white	2.3	UN
045	A	Door	Lft	C Rgt	1	Wood	white	0.1	DN
<b>Interior Room 009 Stairs</b>									
011	C	Floor	Lft		F	Wood	Grey	4.4	QD
<b>Interior Room 010 Kitchen</b>									
052	B	Door	Lft	Lft casing	F	Wood	white	0.0	DN
053	C	Wall	Lft		F	Plaster	white	4.6	QD
<b>Interior Room 011 Dining Rm</b>									
054	C	Wall	Lft		1	Plaster	white	0.0	DN
<b>Interior Room 016 Bedroom</b>									
062	B	Wall	Lft		1	Plaster	Yellow	0.4	UN
---- End of readings ----									





## Appendix 3

# XRF Distribution Report



## DETAILED REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.D  
 Report No: 07/16/12 14:08  
 Total Readings: 65  
 Job Started: 07/16/12 14:08  
 Job Finished: 07/16/12 15:37

Reading No	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
<b>Exterior Room 001 Front A</b>									
012	A	Porch	Lft	Column	T	Wood	green	5.5	GM
013	A	Porch	Lft	Ceiling	P	Wood	white	5.9	GM
016	A	Porch	Lft	Beam	P	Wood	white	5.9	GM
009	A	Wall	Lft		P	Wood	white	6.3	GM
014	A	Wall	Lft	Boffice	P	Wood	white	0.3	GM
017	A	Wall	Lft		P	Wood	white	4.4	GM
008	A	Window	Lft	Rgt casing	P	Wood	green	3.9	GM
011	A	Window	Lft	Rgt casing	P	Wood	green	9.9	GM
017	A	Window	Lft	Rgt casing	P	Wood	green	1.9	GM
012	A	Window	Lft	Beam	P	Wood	green	9.5	GM
007	A	Door	Lft	threshold	P	Wood	green	2.1	GM
008	A	Door	Lft	Lft casing	P	Wood	green	9.5	GM
023	A	Door	Lft	Lft casing	P	Wood	green	2.5	GM
005	A	Door	Lft	U Rgt	P	Wood	green	0.1	GM
006	A	Door	Lft	U Rgt	P	Wood	white	0.1	GM
022	A	Door	Lft	U Rgt	T	Wood	white	5.5	GM
021	A	Stairs	Lft	Handrail	T	Wood	green	5.5	GM
018	A	Stairs	Lft	Traverse	A	Wood	grey	4.0	GM
020	A	Stairs	Lft	Traverse	T	Wood	Grey	6.7	GM
019	A	Stairs	Lft	Hand rail	P	Wood	green	4.0	GM
<b>Exterior Room 002 Left</b>									
026	B	Wall	Lft		P	Wood	white	1.5	GM
027	B	Wall	Lft		P	Wood	green	9.9	GM
025	B	Window	Lft	Rgt casing	P	Wood	green	1.3	GM
024	B	Window	Lft	Beam	P	Wood	green	9.9	GM
028	B	Column	Lft		P	Concrete	white	6.6	GM
029	B	Column	Lft		P	Steel	black	0.3	GM
<b>Exterior Room 003 Back</b>									
030	C	Wall	Lft		P	Block	green	9.3	GM
031	C	Wall	Lft		P	Wood	white	2.1	GM
<b>Exterior Room 004 Right</b>									
032	C	Wall	Lft		P	Block	green	1.3	GM
035	C	Wall	Lft		T	Wood	white	5.9	GM
034	C	Door	Lft	Rgt casing	P	Wood	green	5.5	GM
033	C	Door	Lft	U Rgt	T	Wood	white	9.9	GM
<b>Exterior Room 005 Living Rm</b>									
042	A	Wall	Lft		T	Dry wall	white	0.3	GM



## DETAILED REPORT OF LEAD PAINT INSPECTION FOR

Reading No.	Wall	Structure	Location	Number	Paint Cond	Substrate	Color	Lead (mg/ft <sup>2</sup> )	Mean
041	A	Window	Lft	Hgt casing	I	Wood	white	9.9	QM
040	A	Window	Lft	Arch	I	Wood	white	9.8	QM
039	B	Wall	Lft	Handboard	F	Wood	white	4.8	QM
038	D	Floor	Lft		I	Wood	Varnish	-0.3	QM
036	D	Door	Lft	Header	F	Wood	white	8.8	QM
037	D	Door	Lft	Lft casing	F	Wood	white	9.9	QM
Interior Room 002 Hallway									
046	A	Wall	Lft	Handboard	F	Wood	white	9.0	QM
044	A	Door	Lft	H Hgt	I	Wood	white	2.0	QM
042	A	Door	Lft	H Hgt	I	Wood	white	0.1	QM
041	C	Wall	Lft		I	Dry wall	pink	-0.8	QM
Interior Room 004 Bedroom									
047	A	Wall	Lft		F	Dry wall	white	-0.2	QM
Interior Room 005 Office									
048	A	Wall	Lft		F	Dry wall	Beige	-0.2	QM
Interior Room 007 Dining Rm									
049	C	Wall	Lft		F	Dry wall	white	-1.1	QM
Interior Room 008 Kitchen									
050	C	Wall	Lft		F	Dry wall	white	-1.2	QM
Interior Room 009 Stairs									
051	C	Floor	Lft		F	Wood	Grey	1.4	QM
Interior Room 010 Kitchen									
052	B	Door	Lft	Lft casing	I	Wood	white	9.0	QM
051	B	Wall	Lft		I	Plaster	white	4.6	QM
Interior Room 011 Dining Rm									
054	C	Wall	Lft		F	Plaster	white	1.0	QM
053	C	Floor	Lft		I	Wood	Grey	0.1	QM
Interior Room 012 Hallway									
050	A	Wall	Lft		I	Plaster	Beige	0.9	QM
056	C	Wall	Lft		I	Plaster	Beige	-0.2	QM
055	C	Wall	Lft		I	Plaster	Beige	-0.8	QM
Interior Room 013 Bedroom									
059	A	Wall	Lft		I	Plaster	Beige	-1.1	QM
Interior Room 014 Bathroom									
060	C	Wall	Lft		I	Plaster	Beige	-0.1	QM
Interior Room 015 Washroom									
061	C	Wall	Lft		I	Plaster	Beige	0.3	QM



## DETAILED REPORT OF LEAD PAINT INSPECTION FOR:

Reading No.	Wall Structure	Location Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Method
<b>Interior Room 016 Bedroom</b>							
062	5	Wall	3-ft	1	Plaster	Yellow	9.4 QN
063	2	Wall	2-ft	1	Plaster	Yellow	0.5 QN
<b>Calibration Readings</b>							
001						0.6	TC
002						0.6	TC
003						0.6	TC
004						0.6	TC
005						0.7	TC

---- End of Readings ----





**DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR**

Inspection Date: 07/16/12  
 Report Date: 7/16/2012  
 Abatement Level: 1.0  
 Report No: 07/16/12 14:08  
 Total Reading Sets: 60  
 Job Started: 07/16/12 14:03  
 Job Finished: 07/16/12 15:37

Structure	Total	Structure Distribution		
		Positive	Negative	Inconclusive
Column	2	1 <50%	1 <50%	0 <0%
Door Header	1	1 <100%	0 <0%	0 <0%
Door Lft casing	4	4 <100%	0 <0%	0 <0%
Door Rgt casing	1	1 <100%	0 <0%	0 <0%
Door threshold	1	1 <100%	0 <0%	0 <0%
Door C Rgt	6	4 <67%	2 <33%	0 <0%
Floor	3	1 <33%	2 <67%	0 <0%
Porch Beam	1	1 <100%	0 <0%	0 <0%
Porch Siding	1	1 <100%	0 <0%	0 <0%
Porch Column	1	1 <100%	0 <0%	0 <0%
Stair Baseboard	1	1 <100%	0 <0%	0 <0%
Stair Metal post	1	1 <100%	0 <0%	0 <0%
Stair Riser	1	1 <100%	0 <0%	0 <0%
Stair Treads	1	1 <100%	0 <0%	0 <0%
Wall	24	10 <42%	14 <58%	0 <0%
Wall Baseboard	2	2 <100%	0 <0%	0 <0%
Wall Soffit	1	0 <0%	1 <100%	0 <0%
Window Lft casing	6	5 <83%	1 <17%	0 <0%
Window Sash	3	3 <100%	0 <0%	0 <0%
<b>Inspection Totals:</b>	<b>60</b>	<b>40 &lt;67%</b>	<b>20 &lt;33%</b>	<b>0 &lt;0%</b>

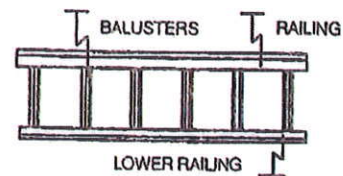
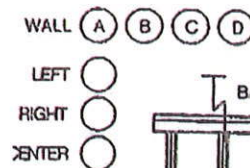
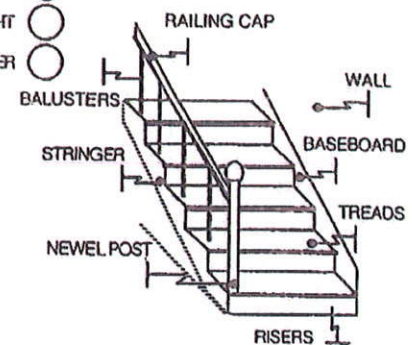
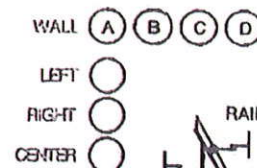
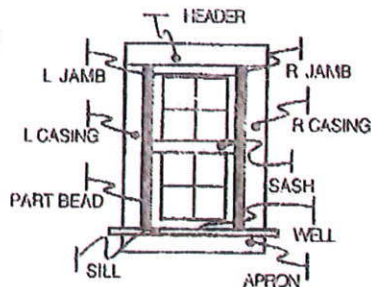
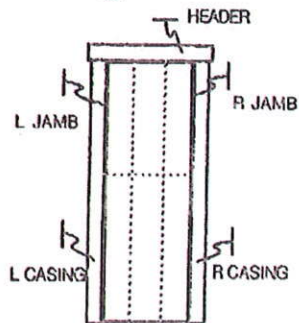
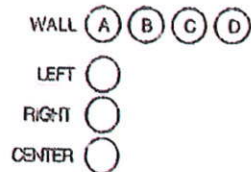
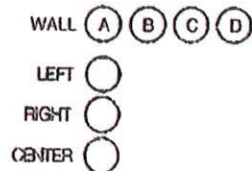
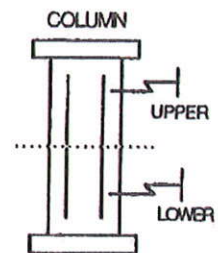
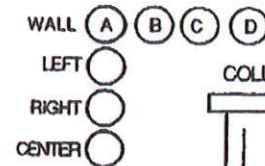
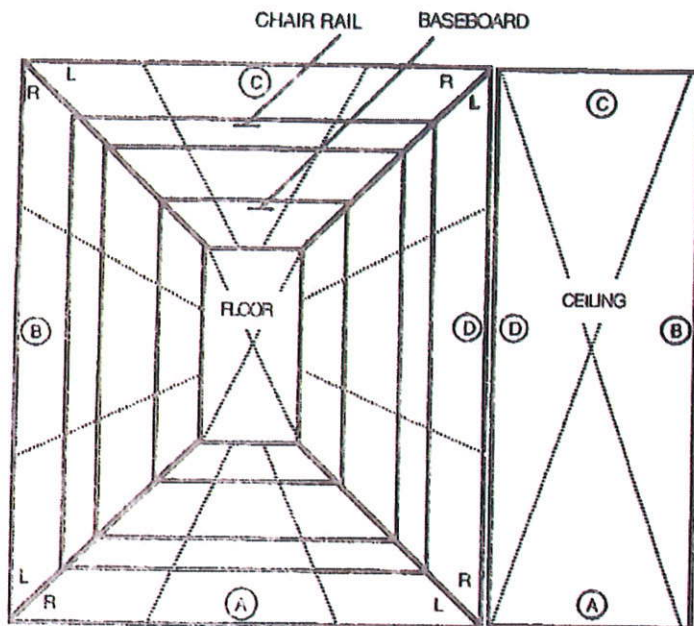


## Appendix 4

### Example Room & Component Diagrams

# ASTAR ABATEMENT, INC

Quality Safety Reliability






## Appendix 5

### Certifications / Licenses





		<b>WEST VIRGINIA</b>
		Lead Program
		<b>Robert A. Gerwig</b>
		IS LICENSED AS AN <b>LEAD INSPECTOR</b>
License #	PI000400	
Issued:	9/21/2011	
Expires:	9/30/2012	
<i>Randy C. Curtis</i> Dir., WV RTIA DIV		

# EXHIBIT #4



## ASBESTOS REPORT

Report Date:  
**7/31/2012**

Project Number:  
**12-393**

Asbestos Present:

- ☒ Yes  
☐ No  
☒ Friable  
☒ Non-Friable  
☐ Presumed

Property Owner:  
**WV Division of  
Corrections  
1409 Greenbrier Street  
Charleston, WV 25311**

Property Address:  
**WV Division of Corrections  
Building #2 House  
Pruntytown, WV  
Rt. 4 Box 49A  
Grafton, WV**

### SYNOPSIS

Mr. Philip Farley requested an asbestos inspection for demolition at WV Division of Corrections Building #2 house Pruntytown, WV. Please see Appendix 3 for quantities, percentages and location of asbestos containing materials.

**IMPORTANT:** This document is intended only for the individual or entity to which it is directed. This document contains competition sensitive information that is privileged, confidential, and/or proprietary. Dissemination, distribution, or reproduction of this document by anyone other than the intended recipient, or a duly designated employee or agent of such recipient, is prohibited. This document, or any portions thereof, may not be divulged to third parties without expressed written consent.

*Jeff Bailey* 7-31-12  
Asbestos Inspector Date  
License #: **A1006550**

*Ed Smith* 7-31-12  
Peer Review Date



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Section 3	Definitions of Terms, Abbreviations, and Symbols.....	5
Section 4	Sample Collection and Analysis.....	6-7
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## 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. Forty five (45) 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 some 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 Health 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 Mr. Philip Farley, Astar conducted a complete asbestos inspection of the property on WV Division of Corrections building #2 Pruntytown, 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 decks, 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 not exist at the premises.





**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.(lf):** Linear feet

**TSI:** Thermal System Insulation

**Ftgs:** Fittings



## 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 in. ft. patch	1
Miscellaneous & Non-friable	
Per Homogeneous area	1*
*The inspector shall insure that the number of samples taken were "sufficient to determine" whether the material contains asbestos.	

The sample(s) were collected and placed in a clean, sealable 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%).

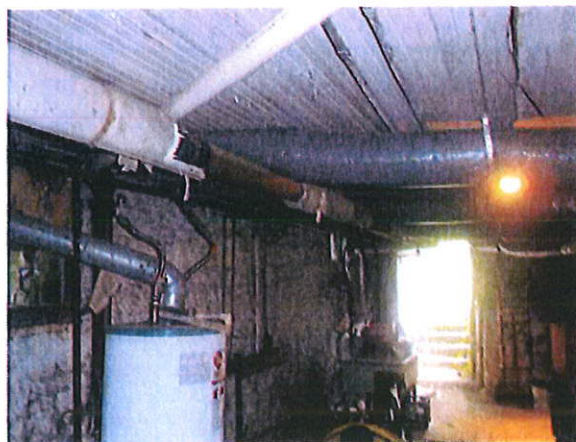
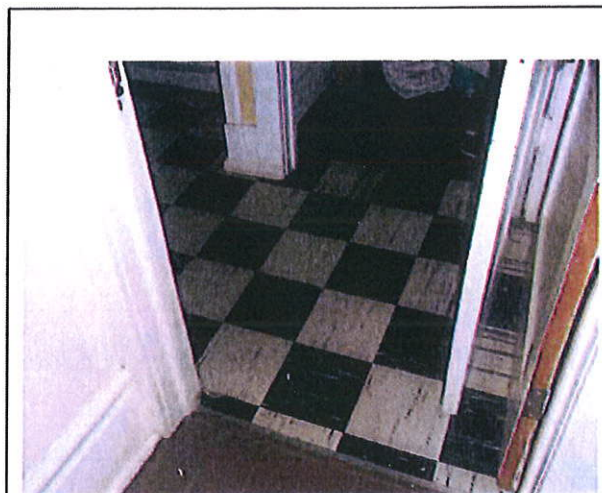
The results of the bulk sample analysis are reported in the laboratory report located in the Appendix of this report. The report includes the sample number, laboratory assigned number along with the asbestos





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 Eighty (80) 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.

**Section 5 – Photograph/Drawings**





000731









000133





000134





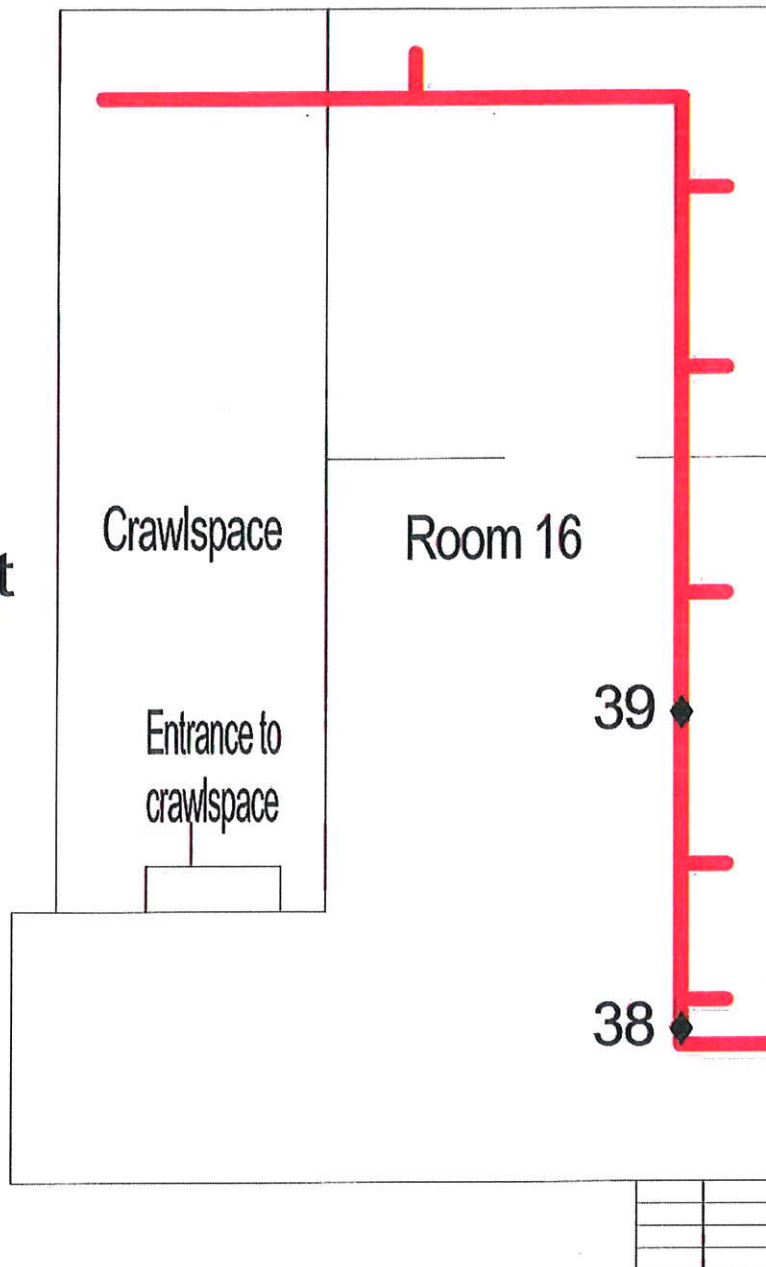
000135





# Basement

Front



— Asbestos Containing Materials



Approx. Sample Locations

**Asbestos Inspection**

Date

7/31/2012

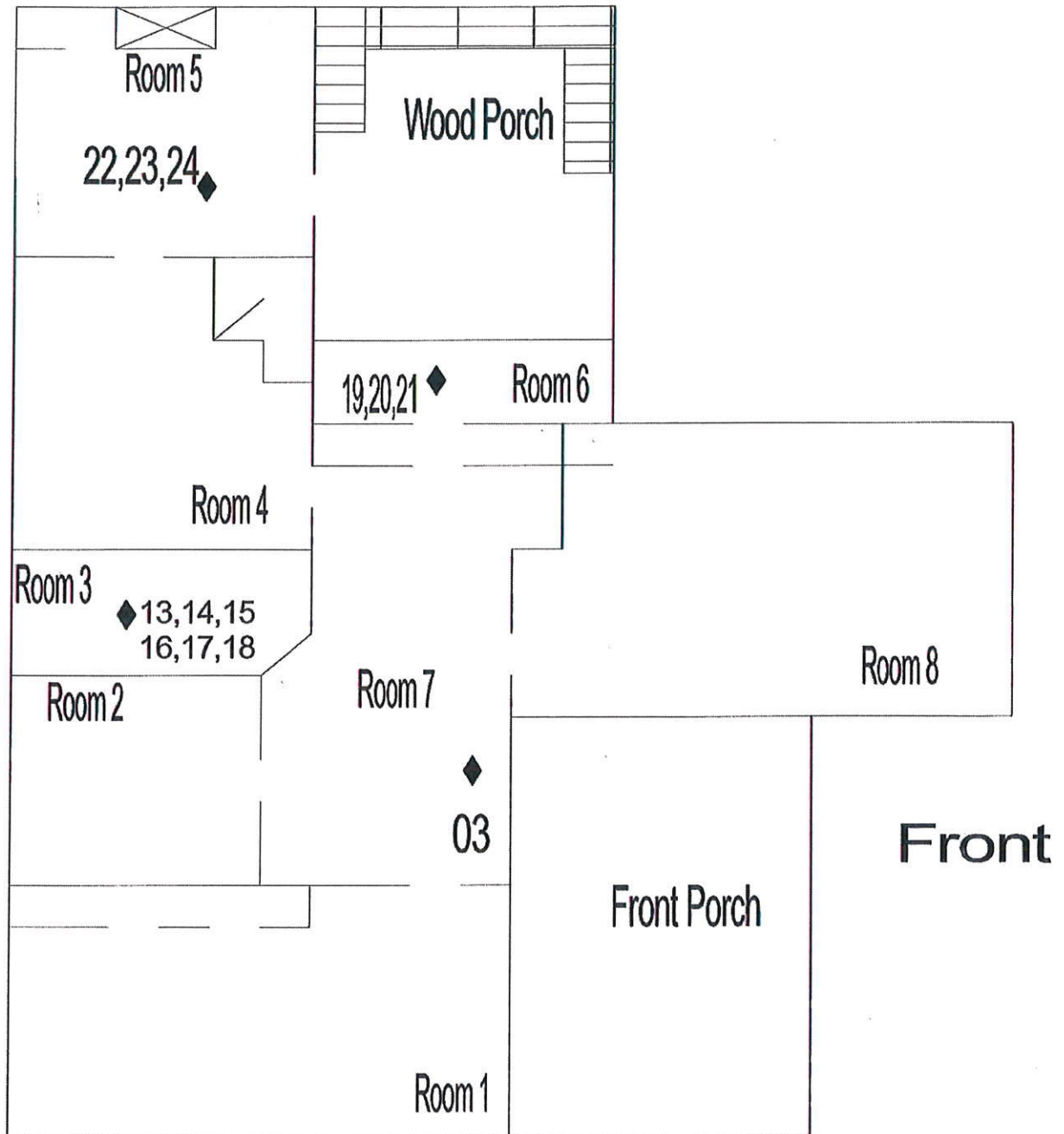
Project  
12-393

Drawn By  
JGB

House #2  
Pruntytown, WV

Page 1 of 4

# First Floor



 Asbestos Containing Materials

 Approx. Sample Locations

**Asbestos Inspection**

Date  
7/31/2012

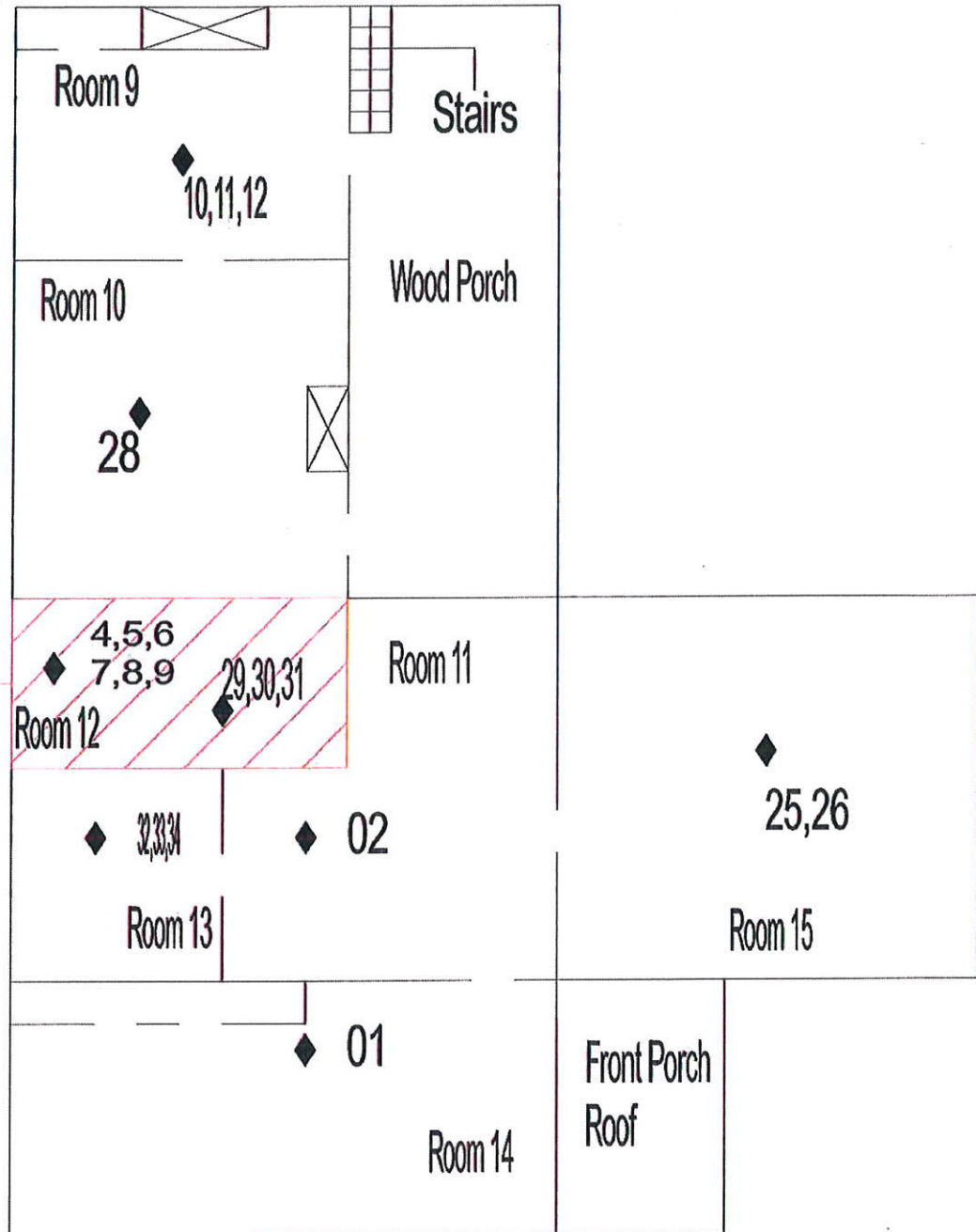
Project  
12-393  
Drawn By  
JGB

House #2  
Pruntytown, WV

Page 2 of 4

## 2nd Floor

9x9 F/T  
Black and White  
Mastic is neg.  
over wood  
117 SF



Asbestos Containing Materials



Approx. Sample Locations

**Asbestos Inspection**

Date

7/31/2012

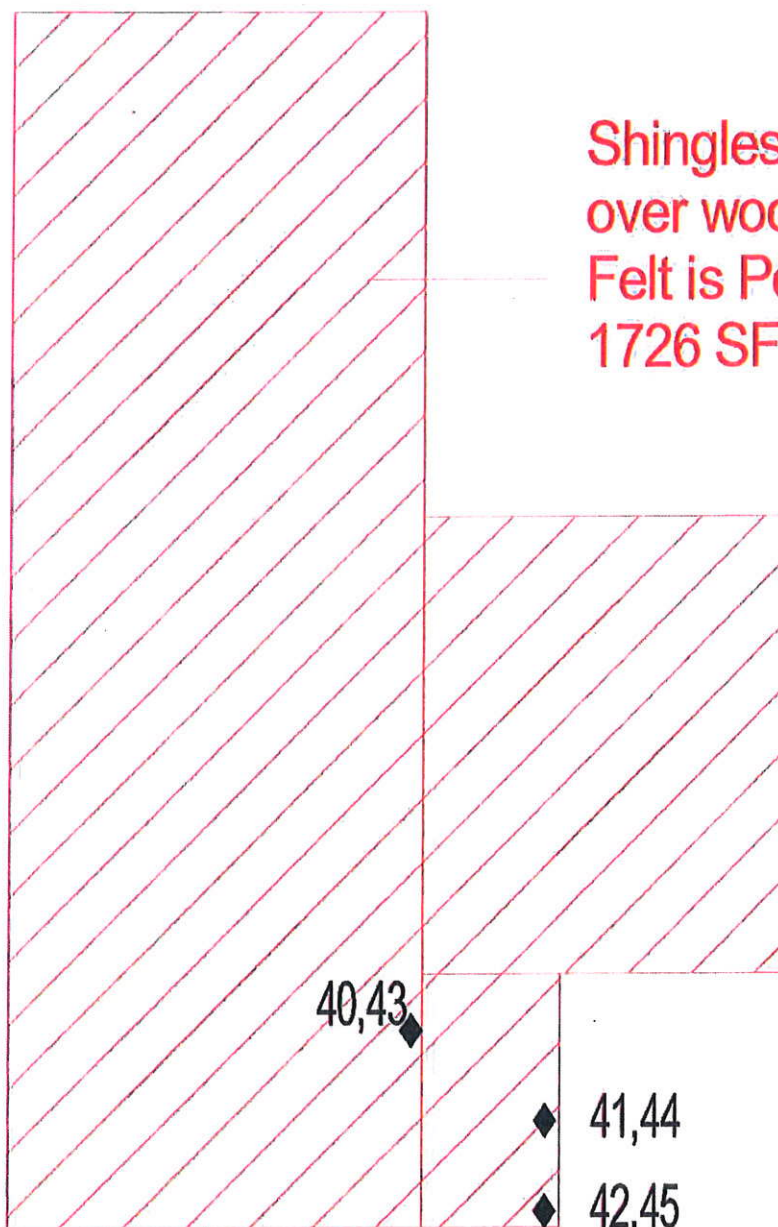
Project  
12-393

Drawn By  
JGB

**House #2**  
**Pruntytown, WV**

Page 3 of 4

# Roof



Shingles over Felt  
over wood  
Felt is Positive  
1726 SF Each layer

Front

 Asbestos Containing Materials

 Approx. Sample Locations

**Asbestos Inspection**

Date  
7/31/2012

Project  
12-393  
Drawn By  
JGB

House #2  
Pruntytown, WV

Page 4 of 4





# Appendix 1

## Laboratory Results



Client WV Division of Corr.  
Inspector Jeff / Michael

Job # 12-393  
Date 7-16-12

Turn-Around Time  
☐ 4 Hours ☐ 24 Hours ☐ 48 Hours ☐ 3 Days ☒ 5 Days

Sample ID	Material Description	Lab ID
12-393-01	PLASTER (WALL)	Room 14
02	" " (WALL)	Room 11
03	PLASTER (WALL)	
04	9x9 white	Room 12
05	" "	
06	" "	
07	9x9 Black	
08	" "	
09	" "	
010	12x12 F/T Blue	Room 9
011	" "	" "
012	" "	" "
013	12x12 F/T	Room 3
014	" "	" "
015	" "	" "
016	1x1 C/T	" "
017	" "	" "
018	" "	" "
019	12x12 Blue F/T	Room 6
020	" "	" "
021	" "	" "
022	12x12 F/T Beige	Room 5
023	" "	" "
024	" "	" "
025	Ceiling Plaster	Room 15
026	" "	" "
027	" "	Room 9
028	2x4 C/T	Room 10
029	1x1 Brown Glue	Room 12
030	" "	
031	" "	
032	DRYWALL	Room 13
033	" "	" "
034	" "	" "
035	Window Glazing	Exterior
036	" "	" "



000946749

## Check Back For Additional Samples

Relinquished By: <u>[Signature]</u>	Date/Time: <u>7-16-12</u>	Relinquished By: <u>Reed</u>	Date/Time: <u>7/18/12 925</u>
Relinquished By: <u>[Signature]</u>	Date/Time: <u></u>	Relinquished By: <u>Wagan Tran</u>	Date/Time: <u></u>

PO. Box 13533  
Sissonville, WV 25360

Corporate E-mail  
astarino@verizon.net

304-984-4030 Voice  
304-984-4031 Fax



Mold, Asbestos, Lead-Based Paint  
ASTAR ABATEMENT, INC.  
Consulting & Remediation Services

Job # 12-393  
Date \_\_\_\_\_

Turn Around Time

☐ 4 Hours ☐ 24 Hours ☐ 48 Hours ☐ 3 Days ☐ 5 Days

**Check Back For Additional Samples**

Relinquished By:	Date/Time:	Relinquished By:	Date/Time:
Relinquished By:	Date/Time:	Relinquished By:	Date/Time:

304-984-4030 Voice  
304-984-4031 Fax





Report for:

**Mr. Greg Pauley**  
**Astar Abatement, Inc.**  
539 Kanawha Two Mile Rd.  
Charleston, WV 25312

---

Regarding:      Project: 12-393  
                     EML ID: 946749

Approved by:

Dates of Analysis:  
Asbestos-EPA Method 600/R-93/116: 07-23-2012

Technical Manager  
Sandar Hein

Service SOPs: Asbestos-EPA Method 600/R-93/116 (EPA-600/M4-82-020 (SOP 01267))

---

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. 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

EMLab P&K, LLC

EMLab ID: 946749, Page 1 of 12

**EMLab P&K**

6000 S. Eastern Ave, Suite 5E, Las Vegas, NV 89119  
702-467-8592 Fax 650-829-5852 www.cmlab.com

Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

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

Total Samples Submitted: 45

Total Samples Analysed: 45

Total Samples with Layer Asbestos Content > 1%: 11

**Location: 12-393-01, Plaster (wall)-room 14**

Lab ID-Version‡: 4218514-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
Brown Plaster	ND
Composite Non-Asbestos Fibrous Content:	5% Hair/Wool
Sample Composite Homogeneity:	Good

**Location: 12-393-02, Plaster (wall)-room 11**

Lab ID-Version‡: 4218515-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Beige Compound with Coating	< 1% Chrysotile
White Compound	ND
Brown Plaster	ND
Composite Non-Asbestos Fibrous Content:	5% Hair/Wool
Sample Composite Homogeneity:	Good

**Location: 12-393-03, Plaster (wall)**

Lab ID-Version‡: 4218516-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Compound	ND
Brown Plaster	ND
Composite Non-Asbestos Fibrous Content:	5% Hair/Wool
Sample Composite Homogeneity:	Good

**Location: 12-393-04, 9x9 white-room 12**

Lab ID-Version‡: 4218517-1

Sample Layers	Asbestos Content
White Floor Tile	2% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity:	Good

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All samples were received in acceptable condition unless otherwise noted. EMLab 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.

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C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-05, 9x9 white-room 12**

Lab ID-Version‡: 4218518-1

Sample Layers	Asbestos Content
White Floor Tile	2% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-06, 9x9 white-room 12**

Lab ID-Version‡: 4218519-1

Sample Layers	Asbestos Content
White Floor Tile	2% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-07, 9x9 black-room 12**

Lab ID-Version‡: 4218520-1

Sample Layers	Asbestos Content
Black Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-08, 9x9 black-room 12**

Lab ID-Version‡: 4218521-1

Sample Layers	Asbestos Content
Black Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Good	

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C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
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Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-09, 9x9 black-room 12**

Lab ID-Version‡: 4218522-1

Sample Layers	Asbestos Content
Black Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-010, 12x12 F/T blue-room 9**

Lab ID-Version‡: 4218523-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-011, 12x12 F/T blue-room 9**

Lab ID-Version‡: 4218524-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-012, 12x12 F/T blue-room 9**

Lab ID-Version‡: 4218525-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity: Good	

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C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
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**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-013, 12x12 F/T-room 3**

Lab ID-Version‡: 4218526-1

Sample Layers	Asbestos Content
Off-White Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-014, 12x12 F/T-room 3**

Lab ID-Version‡: 4218527-1

Sample Layers	Asbestos Content
Off-White Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-015, 12x12 F/T-room 3**

Lab ID-Version‡: 4218528-1

Sample Layers	Asbestos Content
Off-White Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-016, 1x1 C/T-room 3**

Lab ID-Version‡: 4218529-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
Composite Non-Asbestos Fibrous Content: 90% Cellulose	
Sample Composite Homogeneity: Good	

**Location: 12-393-017, 1x1 C/T-room 3**

Lab ID-Version‡: 4218530-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
Composite Non-Asbestos Fibrous Content: 90% Cellulose	
Sample Composite Homogeneity: Good	

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C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
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Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-018, 1x1 C/T-room 3**

Lab ID-Version‡: 4218531-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	90% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-019, 12x12 blue F/T-room 6**

Lab ID-Version‡: 4218532-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-020, 12x12 blue F/T-room 6**

Lab ID-Version‡: 4218533-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-021, 12x12 blue F/T-room 6**

Lab ID-Version‡: 4218534-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b>	Good

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C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
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Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-022, 12x12 F/T beige-room 5**

Lab ID-Version†: 4218535-1

Sample Layers	Asbestos Content
Beige Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-023, 12x12 F/T beige-room 5**

Lab ID-Version†: 4218536-1

Sample Layers	Asbestos Content
Beige Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-024, 12x12 F/T beige-room 5**

Lab ID-Version†: 4218537-1

Sample Layers	Asbestos Content
Beige Floor Tile	ND
Transparent Glue	ND
Sample Composite Homogeneity: Good	

**Location: 12-393-025, Ceiling plaster-room 15**

Lab ID-Version†: 4218538-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
Brown Plaster	ND
Composite Non-Asbestos Fibrous Content: 5% Hair/Wool	
Sample Composite Homogeneity: Good	

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702-467-8592 Fax 650-829-5852 www.emlab.com

Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-026, Ceiling plaster-room 15**

Lab ID-Version†: 4218539-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
Brown Plaster	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	5% Hair/Wool
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-027, Ceiling plaster-room 9**

Lab ID-Version†: 4218540-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
Brown Plaster	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	5% Hair/Wool
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-028, 2x4 C/T-room 10**

Lab ID-Version†: 4218541-1

Sample Layers	Asbestos Content
Beige Ceiling Tile with Paint	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	45% Cellulose 45% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-029, 1x1 brown glue-room 12**

Lab ID-Version†: 4218542-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
Brown Glue	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	85% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

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**EMLab P&K**

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Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
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Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-030, 1x1 brown glue-room 12**

Lab ID-Version‡: 4218543-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
Brown Glue	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	85% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-031, 1x1 brown glue-room 12**

Lab ID-Version‡: 4218544-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with Paint	ND
Brown Glue	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	85% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-032, Drywall-room 13**

Lab ID-Version‡: 4218545-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Tape	ND
White Joint Compound	ND
White Drywall	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-033, Drywall-room 13**

Lab ID-Version‡: 4218546-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Drywall	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	5% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

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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**

6000 S. Eastern Ave, Suite 5E, Las Vegas, NV 89119  
702-467-8592 Fax 650-829-5852 www.emlab.com

Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-034, Drywall-room 13**

Lab ID-Version†: 4218547-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Drywall	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	5% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-035, Window glazing-exterior**

Lab ID-Version†: 4218548-1

Sample Layers	Asbestos Content
Red Window Glazing with Paint	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-036, Window glazing-exterior**

Lab ID-Version†: 4218549-1

Sample Layers	Asbestos Content
Off-White Window Glazing with Paint	ND
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-037, Window glazing-exterior**

Lab ID-Version†: 4218550-1

Sample Layers	Asbestos Content
Off-White Window Glazing with Paint	ND
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-038, Mud joint-room 16**

Lab ID-Version†: 4218551-1

Sample Layers	Asbestos Content
White Mud Joint	90% Chrysotile
<b>Sample Composite Homogeneity:</b>	Good

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702-467-8592 Fax 650-829-5852 www.emlab.com

Client: Astar Abatement, Inc.  
C/O: Mr. Greg Pauley  
Re: 12-393

Date of Sampling: 07-16-2012  
Date of Receipt: 07-18-2012  
Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-039, Pipe-run-room 16**

Lab ID-Version‡: 4218552-1

Sample Layers	Asbestos Content
White Pipe Insulation	80% Chrysotile
Gray Felt	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-040, Shingles black-roof**

Lab ID-Version‡: 4218553-1

Sample Layers	Asbestos Content
Black Roofing Shingle with White/Black Stones	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-041, Shingles black-roof**

Lab ID-Version‡: 4218554-1

Sample Layers	Asbestos Content
Black Roofing Shingle with White/Black Stones	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-042, Shingles black-roof**

Lab ID-Version‡: 4218555-1

Sample Layers	Asbestos Content
Black Roofing Shingle with White/Black Stones	ND
<b>Composite Non-Asbestos Fibrous Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-043, Felt paper-roof**

Lab ID-Version‡: 4218556-1

Sample Layers	Asbestos Content
Black Roofing Felt	40% Chrysotile
<b>Composite Non-Asbestos Fibrous Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

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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.

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**EMLab P&K**

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 702-467-8592 Fax 650-829-5852 www.emlab.com

Client: Astar Abatement, Inc.  
 C/O: Mr. Greg Pauley  
 Re: 12-393

Date of Sampling: 07-16-2012  
 Date of Receipt: 07-18-2012  
 Date of Report: 07-23-2012

**ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116****Location: 12-393-044, Felt paper-roof**

Lab ID-Version‡: 4218557-1

Sample Layers	Asbestos Content
Black Roofing Felt	40% Chrysotile
<b>Composite Non-Asbestos Fibrous Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 12-393-045, Felt paper-roof**

Lab ID-Version‡: 4218558-1

Sample Layers	Asbestos Content
Black Roofing Felt	40% Chrysotile
<b>Composite Non-Asbestos Fibrous Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	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. EMLab 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".



## Appendix 2 Certification/License

***This Certificate is Awarded***  
**Jeff G. Bailey**

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

**Asbestos Inspector Refresher**

**Course Dates**  
10/11/2011 Thru 10/11/2011

**Exam Date**  
10/11/2011

**Expiration Date**  
10/11/2012

**Total Hours**  
4

**Certificate Number**  
AC13107-461

**Leiton E. Miller, III**  
**Instructor's Name**  
  
**Instructor's Signature**

There is a printed watermark below the Instructor's signature on the original

  
**ASTAR ABATEMENT, INC**  
*Quality Safety Reliability*

**Post Office Box 13533**  
**Sissonville, West Virginia 25360**  
**Phone: (304) 984-4030**  
**Fax: (304) 984-4031**



**WEST VIRGINIA**  
**Asbestos Program**

**Jeff Bailey**

**IS LICENSED AS AN**  
**ASBESTOS INSPECTOR**

**License #** AI006550  
**Issued:** 11/4/2011  
**Expires:** 11/30/2012

Randy C. Curtis Dir., WV RTIA DIV

000355





## Appendix 3

# SUMMARY OF ACM MATERIALS

Material Description	Sample #	Quantity	Result	Room #
Plaster (walls)	12-393-01-02-03	-----	NAD Less than 1%	Rooms 7,11,14
9" x 9" White floor tile and Black floor tile over wood (mastic is not positive)	12-393-04-05-06-07-08-09	117 SF	2% to 4% Chrysotile	Room 12
12" x 12" Floor tile (blue)	12-393-010-011-012	-----	NAD	Room 9
12" x 12" Floor tile	12-393-013-014-015	-----	NAD	Room 3
1' x 1' Ceiling tile	12-393-016-017-018	-----	NAD	Room 3
12" x 12" Floor tile (blue)	12-393-019-020-021	-----	NAD	Room 6
12" x 12" Floor tile (beige)	12-393-022-023-024	-----	NAD	Room 5
Ceiling plaster	12-393-025-026-027	-----	NAD	Rooms 9,15
2' x 4' Ceiling tile	12-393-028	-----	NAD	Room 10
1' x 1' Ceiling tile brown glue plugs	12-393-029-030-031	-----	NAD	Room 12
Drywall (wall)	12-393-032-033-034	-----	NAD	Room 13
Window glazing	12-393-035-036-037	-----	NAD	Exterior Windows
6" Mud joint	12-393-038	5 Elbows 4 Tees	90% Chrysotile	Room 16
Pipe run (6") (10 LF in crawl space area)	12-393-039	70LF	80% Chrysotile	Room 16
Shingles and felt (Felt paper is under shingles and is over wood)	12-363-040-041-042-043-044-045	1726 SF	40% Chrysotile	Room 16

SF-Square Feet    LF – Linear Feet    JT – Joints    NAD – No Asbestos Detected

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

---

(Company)

---

(Authorized Signature)

---

(Representative Name, Title)

---

(Phone Number)

(Fax Number)

---

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM****SOLICITATION NO.:** COR61582

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

---

Company

---

Authorized Signature

---

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
 (Company Name)
2. I do hereby attest that \_\_\_\_\_  
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
 (Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

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

### BID BOND

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

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

#### NOW THEREFORE,

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

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

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

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

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

## BID BOND PREPARATION INSTRUCTIONS

 AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)
**Bid Bond**

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

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

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

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

(M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

 (U)  
 Surety Corporate Seal

(Q)

(Name of Principal)

By \_\_\_\_\_, (S)

(Must be President or  
Vice President)

(T)

Title

(V)

(Name of Surety)

(W)

Attorney-in-Fact

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





State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

---

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).