#### Purchase Order



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

PURCHASE ORDER NO. ABATMNT12B

PAGE 1

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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS, QUESTIONS CONCERNING THIS PUR-CHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

\*119112644 304-522-6160

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

525 28TH ST

ATLANTIC PLANT SERVICES LLC

BY ORDER

HUNTINGTON WV 25702

ALL STATE AGENCIES

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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  $\[ \[ \] \]$ 

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CONNIE OSWALD 304-558-2157

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

#### **Purchase Order**



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

PURCHASE ORDER NO.
ABATMNT12B

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AND POLITICAL SUBDIVISIONS
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BY ORDER

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VARIOUS LOCALES AS INDICATED
BY ORDER

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

Purchase Order

PURCHASE ORDER NO.
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HUNTINGTON WV 25702

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BY ORDER

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#### **GENERAL TERMS AND CONDITIONS:**

- 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.	con	TRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in dance with the category that has been identified as applicable to this Contract below:
	<b> </b>	Term Contract
		Initial Contract Term: This Contract becomes effective on  February 6, 2013  and extends for a period of One (1) year(s).
ν (2 <sup>88</sup> π)		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 Two (2) 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.
	l	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract

extend for more than one fiscal year.

Other: See attached.

Revised 1/22/2013

- 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 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.

<b>I</b> ✓ I	in the amount issued and red	of The apparent successful Vendor shall provide a performance bond of The performance bond must be serived by the Purchasing Division prior to Contract award. On construction performance bond must be 100% of the Contract value.
<b> √</b>	labor/material	TERIAL PAYMENT BOND: The apparent successful Vendor shall provide a payment bond in the amount of 100% of the Contract value. The labor/material must be issued and delivered to the Purchasing Division prior to Contract award.
or irresame	ed checks, cashi vocable letter of schedule as the	d, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide er's checks, or irrevocable letters of credit. Any certified check, cashier's check, credit provided in lieu of a bond must be of the same amount and delivered on the bond it replaces. A letter of credit submitted in lieu of a performance and at bond will only be allowed for projects under \$100,000. Personal or business ble.
1 1	MAINTENAN maintenance be delivered to the	NCE BOND: The apparent successful Vendor shall provide a two (2) year ond covering the roofing system. The maintenance bond must be issued and a Purchasing Division prior to Contract award.
<b> √</b>	WORKERS' (appropriate wo	COMPENSATION INSURANCE: The apparent successful Vendor shall have rkers' compensation insurance and shall provide proof thereof upon request.
<b> √</b>	INSURANCE: prior to Contrac	: The apparent successful Vendor shall furnish proof of the following insurance ct award:
	[ ]	Commercial General Liability Insurance:  \$1,000,000.00 minimum or more.
*		<b>Builders Risk Insurance:</b> builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
	[ 🗸 ]	General Property Damage \$1,000,000.00 minimum
	1 1	
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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.

West V	irginia Contractors	License		
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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.

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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.

any other available remedy.

- 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 Şδ et seq. and available 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 <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 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 nondiclosure 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:
  - [ \langle | 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 <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

- 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:	Atlantic Plant Services	× 1			E 115)	-	į ir	 ÷
Contractor's License	e No. WV038191	•	3.48			]	••	

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:

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- 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.



RFQ COPY

TYPE NAME/ADDRESS HERE

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

#### Solicitation

NUMBER ABATMNT12

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PAGE	19
1	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD 804-558-2157

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

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#### SOLICITATION NUMBER: ABATMNT12

Addendum Number: 06

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

#### Applicable Addendum Category:

1	I	Modify bid opening date and time
Į	1	Modify specifications of product or service being sought
{ ;	1,1	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
۱,	1	Correction of error
1	1	Other

#### Description of Modification to Solicitation:

- 1. To correct Unit Prices Pricing Pages
- 2. To provide Addendum Acknowledgment

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

#### Terms and Conditions:

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

## ATTACHMENT A

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Page 3 of 3

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

**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.

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[	]	Addendum No. 5	[	]	Addendum No. 10	
 further un	ders	tand that any verbal red	epresentatio epresentativ	n n /es	ddenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the diffications by an official addendum is binding.	
 		**************************************		0 = 200	Company	
					Authorized Signature	8
			_	-	Date	

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

Revised 6/8/2012



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

#### Solicitation

NUMBER	R			
ABATMN	ım-	1 2	,	

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	PAGE	26
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		- 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

CONNIE OSWALD

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

BOOKE

TITLE

DATÉ PRINTEO

RFQ COPY

TYPE NAME/ADDRESS HERE

12/12/2012 BID OPENING DATE: January 3, 2013

BID OPENING TIME QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. TO MOVE \$ID OPENING DATE FROM: 12/20/2012 TO: 1/3/2013 AT 1:30 PM (SAME LOCATION) TO PROVIDE ANSWERS TO QUESTIONS RECEIVED AND CLARIFICATIONS FOR THIS SOLICITATION. TO PROVIDE BID SCENARIO'S 1,2&3 AGAIN AND REVISED PRICING PAGES TO PROVIDE REVISED EXHIBIT "A" AND REVISED UNIT PRICES PRICING PAGES. TO PROVIDE REVISED BID RECAP PRICING PAGES. TO PROVIDE ADDENDUM ACKNOWLEDGMENT THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUAL-IFICATION OF YOUR BID. END OF ADDENDUM NO. 5 SIGNATURE

# SOLICITATION NUMBER: ABATMNT12 Addendum Number: 5

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

#### Applicable Addendum Category:

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

#### Description of Modification to Solicitation:

Other

- To move bid opening from: December 20, 2012 at 1:30 pm;
   January 3, 2013 at 1:30 pm (same location)
- 2. To provide answers to questions received and clarifications for this solicitation.
- 3. To provide Bid Scenario's 1, 2 & 3 again and revised Pricing Pages.
- 4. To provide Revised Exhibit "A" and Revised Unit Prices Pricing Pages.
- 5. To provide Revised Bid Recap Pricing Pages.
- 6. To provide Addendum Acknowledgment.

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

#### Terms and Conditions:

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

## ATTACHMENT A

#### Questions & Answers

#### Addendum 5

# ABATMNT12

Question:	Does the cost for re-insulation need to be incorporated into the bid scenario pricing or will re-insulation be paid at the unit price only?
Answer:	Some unit prices for re-insulation are included in Bid Scenarios #2 & #3. Reinsulation will be paid at the unit prices from Exhibit A, Pricing Pages. See Section 4.4 (Pg 26) of the RFQ.
44.	
Question: 2	Will the agency consider putting a line item for Notification Fee's for other agencies that decide to utilize this contract. I understand General Services pays the Annual Fee for work on the Capital Campus, but this would apply for facilities off the campus.
Answer:	No.
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Question: 3	The RFQ states 100% Performance & Payment Bonding is required for projects over \$25,000. Will the agency consider putting a line item for this bonding or are we to add this cost to our unit prices?
Answer:	No. Add into the bid unit pricing.
0	
Question: 4	If sub-contracting either the asbestos abatement or insulation, are we to submit the sub-contractors information as well as the prime contractors (i.e. violations, contractor's license, etc.) with the bid?
Auswer:	
	Regarding subcontractors' licenses, refer to Page 20, Additional Terms and Conditions (Construction Contracts Only), Section 4. To comply with the requirements of Section 7.1 (Page 28), bidders must provide the listing and summary of applicable incidents involving the bidder and/or ANY subcontractor.
Question: 5	Would the agency consider adding a line item for per diem for projects that would require overnight accommodations?
Answer:	

No.

Question:	Bid Scenario #3 on the 2 <sup>nd</sup> line item "Removal of Spray-On Insulation" the units for this item indicates Linear Feet and our "Bid" unit price is square feet. Do you want
	our bid price in linear feet or square feet?
Answer:	The Bid Scenario Sheets and Bid Scenario Pricing Sheets have been revised.
Question: 7	You are asking for labor rate per hour. It is my understanding that this is a prevailing wage rate project and being so everyone should have the same wage rate. However, no wage rates were attached to bid and no mention of paying state or federal wage rates.
Answer:	The Bid Scenario Pricing Sheets have been revised to delete the request for the labor rate per hour. It is the responsibility of the bidders to determine what prevailing wages would apply to the classifications of workers required to do any of the work covered by this contract, and all labor costs are to be incorporated into the bid unit prices.
Question: 8	In bid Scenario 2, the bid sheet ask for unit bid per sq ft but there is multiple sizes according to the bid scenario design sheet to bid off of. There is no place to put all the different sizes. Do we put the lump sum in or will there be another bid sheet coming out?
Answer:	The Bid Scenario Pricing Sheets have been revised to accommodate pricing for all of the different sizes.
L	an of the unterent sizes.
Question: 9	If the contractor is required to utilize any special equipment (scaffolding, man lifts, etc.), or is to perform demolition to access materials to be abated, how is the contractor compensated for this? What are the guidelines/restrictions for the additional costs?
Answer:	Refer to Section 4.3 (Page 26) of the RFQ. There are to be no additional costs. All expenses are to be added into the bid unit pricing. Any demolition to access materials will be conducted as abatement, per the Unit Prices bid on the contract (ie, any demolition material is treated as contaminated material).
Question: 10	You are asking for unit prices to be listed on the Pricing Pages with the bid scenario. However, there is no room for this to go. For example you have a line item for elbow, valves and tees. There are different sizes and amounts for these items. One little square is not adequate. Should we attach an additional sheet to the bid scenario for this or should we just put the bid total?
Answer:	New Bid Pricing Sheets are attached.

You are asking for a list of materials on the Pricing Pages for the bid scenario. In our pricing on square foot to remove and put back are we not to include the materials it will take to perform the work? Such as scrapers for floor tile, insulation to put on pipe etc. or are we to charge the state for every bit of material we use to perform the work separate from the line item pricing? If we are to include them then what is the purpose for us to list materials and should we use a separate page to do so?
The Pricing Pages have been revised to eliminate the request for Materials costs.
V
You are asking for a labor rate.  The labor rates are dictated by wage and hour laws either by state or federal government so what is this line item for. What kind of labor rate do you want?  Also, is it to be used in bid scenario totals for the basis of award of this bid?
See Answer #7
In bid scenario 2 you are asking for prices for 3/4 and 1 inch sheet insulation yet
there is no 3/4 or 1 inch sheet insulation pricing in the line item prices to be provided with the bid. Should this all be Type 3 1 1/2 inch to match the line item pricing and if not should there not be a line item pricing for 3/4 and 1 inch in bid specs?
The Pricing Pages have been revised.
Just to be clear; The award of this project is based on the lowest combined prices of the three bid scenarios. Is this correct?
Bid Recap Pricing Page has been revised. (See Award Criteria clarification, below).
Number 9 on bid specs indicate that "Vendor should type or electronically enter the information onto its bid"  Is this required? Can we not hand write into spaces provided?
The preferred method is stated in the Instruction to Bidders, Item 9.
Do you have a specific form that the bid bond should be on? If so it is not in the bid specs.
The Bid Bond Instructions and Form are located on pages 59 & 60 of the Solicitation.

Question: 17	Under #4 Are you saying that insulation prices will not affect the bid scenarios and the bid scenarios are that include insulation are for reference only?
Auswer:	Refer to Page 26, Section 4.4 of the RFQ.

Question: 18	Is there an inflation standard used from year to year to cover the increase in material cost?
Answer:	Refer to Page 9, Section 6 of the RFQ.

### Clarifications:

1. In Exhibit A, Pricing Pages, Categories 1 & 2, Items 1.12 and 2.12, the description has been revised to read: "Over twelve inch pipe to twenty-four inch pipe, per linear foot" (correcting it from maximum 20" pipe). Revised Exhibit A attached.

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- 2. In Exhibit A, Pricing Pages, Delete Categories 12 and 19. This type of work will not be required under this contract. Revised Exhibit A attached.
- 3. Revised Exhibit A attached Revised Category 8 language.
- 4. Revised Exhibit A attached Revised Category 9 language.
- 5. Bid Scenario #1 assumes that all three rooms are covered in carpet AND tile w/mastic; therefore, the revised Pricing Pages use the aggregate square footage of the three rooms as the quantity. Revised Bid Scenario Number 1 attached.

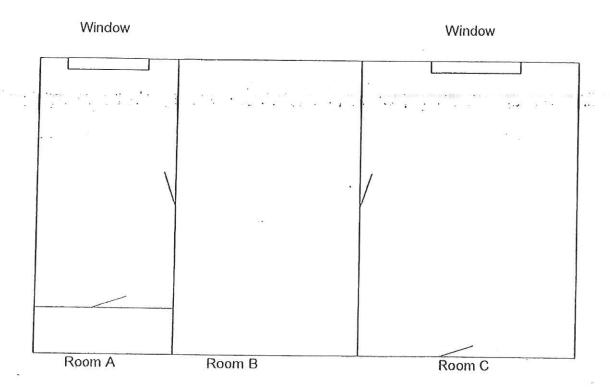
AWARD CRITERIA: Section 4.1, Page 26 shall be revised to read:

"This Contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest Bid Grand Total."

#### **BID SCENARIO NUMBER 1**

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

Room A is 10 feet by 15 feet. Room B is 20 feet by 12 feet. Room C is 21 feet by 14 feet.



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

ABATMNT12 - Pricing Pages

BID SCENARIO #1	Unit Price Category	Description		Scenario Quantity	Unit Price	9)	8	Bid Total
Rooms A, B & C	26.0	Contaminated Carpet Removal, per square foot	are foot	684 ×	s	-	\$	
ASS P						Signal Control		
Rooms A, B & C	4.1	Floor Tile with mastic, per square foot (over 260 sq ft)	over 260 sa ft)	584 ×	Ľ	L	0	f
					>	10.72	74,4	•
Total Air Samples	5.0	Air Samples, each		70 %	V	and the second	-	
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Disposal	5.1	Landfill disposal, per cubic yard		. OT	S	"	\$ =	
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Air Clearances	5.2	Set of Air Clearances, each		m	s	"	\$ =	
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Project Management	5.3	Project Management, per hour		0I	s	,	\$ =	
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Project Design	5.4	Project Designer; per hour		ı,	s	,	\$	
iet je	1							¥ 17
# # # 65 F				BID SCENAR	BID SCENARIO #1 SUBTOTAL	"	<b>ب</b>	

#### **BID SCENARIO NUMBER 2**

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

- 980 square feet of 3/4 inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

#### Chill water piping

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

#### Steam piping:

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

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

# Window AIR HANDLER Vent Duct

Entrance

ABATMNT12 - Pricing Pages

BID SCENARIO #2	Unit Price Category	Description	Quantity		Unit Price	Price		Bid Tota	ota
Air Handler Abatement	4.4	Removing 3/4" sheet insulation on air handler, per sq ft	980	×	s		"	s	
Air Handler Re-insulation	21.1.a	Insulating air handler with 1" Type 6 insulation, per sq ft	980	28	s	١.	u	s	ľ
	A CONTRACTOR OF THE PARTY OF TH		1.4					s	ľ
Vent Ducting Abatement	4.4	Removing 1" sheet insulation on vent ductwork, per sq ft	420	ķ	\$		11	\$	
Vent Ducting Re-insulation	16.0	Insulating ductwork with 1-1/2" Type 3 insulation, per sq ft	420	K	\$		u	\$	ľ
(A)		STRAIGHT PIRING ABATEMENT AND RE-INSULATION						s	i
Removal - 1" CW Piping	1.0	One inch pipe, per linear foot	120	ж	Ş		11	\$	ľ
Removal - 2" CW Piping	1.1	Two inch pipe, per linear foot	68	×	S	•	H	\$	
Removal - 4" CW Piping	1.3	Four inch pipe, per linear foot	115	ψ¢	\$		ű	\$	
Removal - 12" Steam Piping	1.11	Twelve inch pipe, per linear foot	32	Ķ	\$		11	\$	ľ
Removal - 24" Steam Piping	2.12	Over twelve inch pipe, per linear foot to 24 inches	295	ĸ	\$	)(6)	ıı	s	
Re-insulate - 1" CW Piping	10.2.6	Reinsulate with Type 1 Insulation, 1" thick	120	×	s		н	\$	
Re-insulate - 2" CW Piping	10.4.b	Reinsulate with Type 1 Insulation, 1" thick	68	•	\$	·	н	\$	
Re-insulate - 4" CW Piping	10.7.6	Reinsulate with Type 1 Insulation, 1" thick	115	×	\$	:10	11	\$	
Re-insulate - 12" Steam Piping	10.12.b	Reinsulate with Type 1 Insulation, 1" thick	32	×	\$	а	н	\$	
Re-insulate - 24" Steam Piping	11.17.b	Reinsulate with Type 1 Insulation, 1" thick	295	×	\$		u	\$	
	PERETING	١٩	thick)					\$	
Removal - 1" Pipefittings	8.0 (factor of 1.5)	15 Tees, 6 Valves, 10 Elbows (Category 2.0 times factor)	31	×	\$	•	11	\$	
Removal - 2" Pipefittings	8.0 (factor of 1.5)	4 Elbows, 2 Valves (Category 2.1 times factor)	9	×	\$	٠	н	S	
Removal - 4" Pipefittings	8.0 (factor of 1.5)	4 Elbows, 2 Tees (Category 2.3 times factor)	တ	ĸ	\$	500	"	S	
Removal - 12" Pipefittings	8.0 (factor of 1.5)	2 Elbows (Category 2.11 times factor)	2	K	S		u	S	
Removal - 24" Pipefittings	8.0 (factor of 1.5)	2 Elbows (Category 2.12 times factor)	7	×	S	,	u	S	
Re-insulate - 1" Pipefittings	9.0 (factor of 3.0)	15 Tees, 6 Valves, 10 Elbows (Category 11.2.b times factor)	31	×	s		H	S	
Re-insulate - 2" Pipefittings	9.0 (factor of 3.0)	4 Elbows, 2 Valves (Category 11.4.b times factor)	œ.	×	S		н	S	
Re-insulate - 4" Pipefittings	9.0 (factor of 3.0)	4 Elbows, 2 Tees (Category 11.7.5 times factor).	ω	×	S		11	S	
Re-insulate - 12" Pipefittings	9.0 (factor of 3.0)	2 Elbows (Category 11.12.b times factor)	2	×	\$		11	S	
Re-insulate - 24" Pipefittings	9.0.(factor of 3.0)	2 Elbows (Category 11.17.b times factor)	2	šė.	\$		"	S	
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Air Samples	5.0	Air Samples, each	33	×	Ş		Ħ	s	
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Disposal	5.1	Landfill disposal, per cubic yard	10	R	\$	e	"	S	
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Air Clearances	5.2	Set of Air Clearances, each		*	è		ŋ	\$	
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Project Management	5.3	Project Management, per hour	10	*	\$	•	11	S	
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### **BID SCENARIO NUMBER 3**

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

Company and the company of the compa

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

### Chill water piping:

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

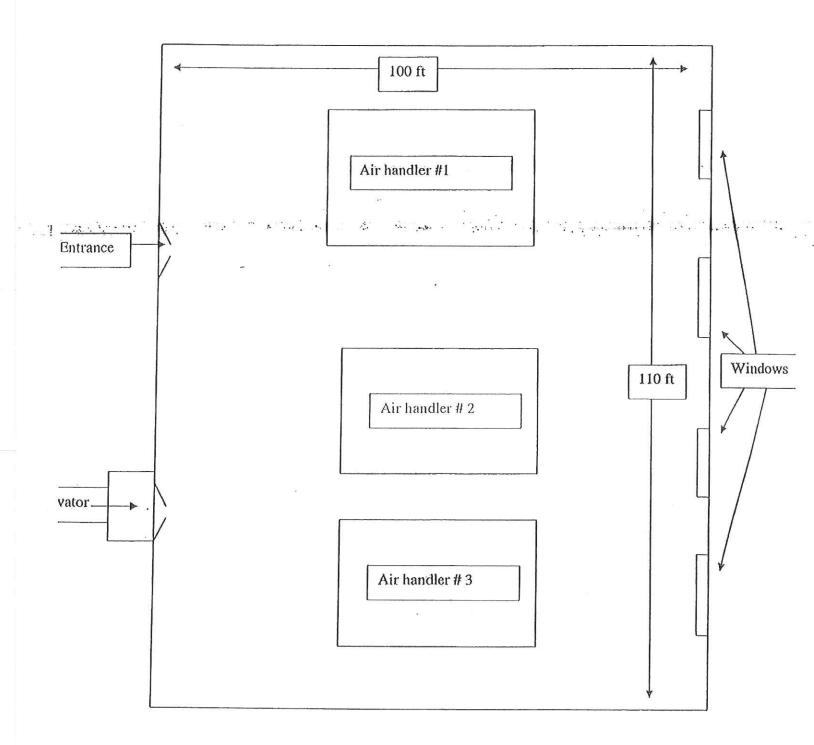
### Steam Piping:

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

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

### **BID SCENARIO NUMBER 3**

BLDG 62 12<sup>th</sup> Floor



ABATMNT12 - Pricing Pages

BID SCENARIO #3	Unit Price Category	Description	Scenario Quantity		Unl	lt Price		Bld	Total
Spray-on Insulation	4.3	Removal from steel structural members, per square foot	11000	×	\$		:	\$	
Re-lireproofing	25.0	Cementious (ireproofing re-applied to steel members	11000	x	\$		=	\$	
i i i i i i i i i i i i i i i i i i i		Value is an empresa and an an an	1 - 4					\$	•
Alr Handler Abatement	4.4	Removing sheet insulation on three air handlers, per sq ft	2435	×	\$		E	\$	
Air Handler Re-Insulation	21,1,2	Insulating air handlers with 1" Type 6 insulation, per sq ft	2435	×	\$		=	\$	
	1 1 1 1 1 1 1	STRAIGHT PIPING ABATEMENT AND RE-INSULATION	-					\$	
Removal - 1" CW Piping	1.0	One Inch pipe, per linear foot	175	×	\$		E	\$	
Removal - 2" CV/ Piping	1.1	Two Inch pipe, per linear foot	155	×	\$		=	\$	
Removal - 6" CW Piping	1.5	Str. Inch pipe, per linear foot	85	x	\$		=	\$	
Removal - 8" Steam Piping	1.7	Eight Inch pipe, per linear foot	140	×	\$		t	\$	
Removal - 12" Steam Piping	1.11	Twelve Inch pipe, per linear foot	03	×	\$		2	\$	•
Re-Insulate - 1" CVY Piping	10.2.c	Reinsulate with Type 1 insulation, 1-1/2" thick	175	x	\$		=	\$	
Re-insulate - 2" CVV Piping	10.4.c	Reinsulate with Type 1 Insulation, 1-1/2" thick	155	х	\$		=	\$	
Re-insulate - 6" CW Piping	10.9.c	Reinsulate with Type 1 Insulation, 1-1/2" thick	85	x	\$		=	\$	
Re-Insulate · 8" Steam Piping	10.10.c	Reinsulate with Type 1 Insulation, 1-1/2" thick	140	×	\$		=	\$	
Re-insulate - 12" Steam Piping	10.12.c	Reinsulate with Type 1 Insulation, 1-1/2" thick	60	×	\$		=	\$	•
The street of th		ATEMENT AND REINSULATION (Reinsulation to be al Type 1, 1-1/2	2" thick)					\$	•
Removal - 1" Pipelittings	8.0 (factor of 1,5)	8 Tees; 16 Valves, 24 Elbows (Category 2.0 times (actor)	48	x	\$		=	\$	
Removal • 2" Pipelittings	8.0 (factor of 1.5)	9 Tees, 6 Valves, 16 Elbows (Category 2.1 times factor)	31	x	\$		=	\$	
Removal - 6" Pipelittings	8.0 ((actor of 1.5)	4 Tees, 6 Valves, 8 Elboyrs (Category 2:5 times (actor)	18	X	\$		=	\$	
Removal & Pipelitings	8.0 (lactor of 1.5)	6 Teeb; 4 Valves, 12 Elbolin (Category 2.7 times factor).	.22 .	. ×	\$		· ·	\$.	•
Removal - 12" Pipelittings	8.0 (factor of 1.5)	2 Valves, 4 Elbows (Category 2:11 times factor)	6.	×	\$		=	\$	
Re-Insulate - 1" Pipelittings	9.0 (factor of 3.0)	8 Tees, 16 Valves, 24 Elbows (Category 11.2.c times factor)	48	×	\$		=	\$	
Re-insulate - 2" Pipelittings	9.0 (factor of 3.0)	9 Tees, 6 Valves, 16 Elbows (Category 11.4.c times factor)	31	x	\$		=	\$	
Re-Insulate - 6" Pipelittings	9.0 (factor of 3.0)	4 Tees, 6 Valves, 8 Elbows (Category 11.9.c times factor)	18	×	\$	8.50	=	\$	
Re-insulate - 8" Pipelittings	9.0 (factor of 3.0)	6 Tees, 4 Valves, 12 Elbows (Category 11.10.c times factor)	22	×	\$	5.52	z.	\$	
Re-insulate - 12" Pipelittings	9.0 (factor of 3.0)	2 Valves, 4 Elbows (Category 11.12.c times factor)	6	×	5		=	\$	
The Information of the Informati	7.0 1.00 1.01				•			\$	
Air Samples	5,0	Air Samples, each	10	×	\$		=	\$	
				,				\$	
Disposal	5.1	Landfill disposal, per cubic yard	10	x	1 \$		=	\$	· ·
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Air Clearances	5,2	Set of Air Clearances, each	1	l x	\$		=	\$	
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Project Management	5.3	Project Management, per hour	10	x	\$	*	=	\$	
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Project Design	5.4	Project Designer, per hour	5	×	5		-	5	
							-	5	
Inspector/Mgmt, Planner	5,5	Planner, per hour	1	x	\$		2	5	
							1	\$	
PLM, 48hr Turnaround	5.6	Asbestos Bulk Samples, each	10	×	\$		=	\$	
PLM, Rush turn around time	5.7	Asbestos Bulk Samples, each	2	×	\$	•	E	\$	•
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### EXHIBIT A

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

### Unit Prices

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

10	One inch pipe, per linear foot
1.1	Two inch pipe, per linear foot
1.2	Three inch pipe, per linear foot
1.3	Four inch pipe, per linear foot
1.4	Five inch pipe, per linear foot
1.5	Six inch pipe, per linear foot
1.6	Seven inch pipe, per linear foot
1.7	Eight inch pipe, per linear foot
1.8	Nine inch pipe, per linear foot
1.9	Ten inch pipe, per linear foot
1.10	Eleven inch pipe, per linear foot
1.11	Twelve inch pipe, per linear foot
1.12	Over twelve inch pipe, per linear foot to 24 inches

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

20	One inch pipe, per linear foot
2.1	Two inch pipe, per linear foot
2.2	Three inch pipe, per linear foot
2.3	Four inch pipe, per linear foot
2.4	Five inch pipe, per linear foot
2.5	Six inch pipe, per linear foot
2.6	Seven inch pipe, per linear foot
2.7	Eight inch pipe, per linear foot
2.8	Nine inch pipe, per linear foot
2.9	Ten inch pipe, per linear foot
2.10	Eleven inch pipe, per linear foot
2.11	Twelve inch pipe, per linear foot
2.12	Over twelve inch pipe, per linear foot to 24 inches

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

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

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

Category 4 - Provide a price per square foot for Abatement Services related to the following types of asbestos material in amounts greater than 260 square feet on the attached pricing pages:

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

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

Category 5 - Provide a unit price for the following on the attached pricing pages:

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

Category 6 – Provide a price per square foot for the application of a bridging or a penetrating encapsulation in the amount of 260 square feet or less on the attached pricing pages:

	1 1 2 2 2 0 2 2 0
6.0	Bridging or a penetrating encapsulation <260 sq. ft.
O.U	Diffigure of a penetrating eneaperation

Category 7 – Provide a price per square foot for the application of a bridging or a penetrating encapsulation in amounts greater than 260 square feet on the attached pricing pages:

7.0	Bridging or a penetrating encapsulation >260 sq. ft.	

Category 8 – The price for all pipefitting, such as ells, tees, valves, and flanges, shall be based on a factor of 1.5 times the linear foot cost bid for category 2 for the appropriate size of pipe involved on the attached pricing pages:

		LCTITE
0.0	All pipefitting	1.5 X LF
8.0	Wit biberiums	

Category 9 – Insulation Unit Prices for Fitting Factors: All ells, tees, flanges, and valves shall be based on a factor of 3.0 times the linear foot cost bid in category 11 for type 1 reinsulation, or category 14 for type 2 re-insulation, for the appropriate size of the pipe involved on the attached pricing pages:

9.0 All pipefitting insulation 3 X	LF
------------------------------------	----

# ENTER ALL COST ON ATTACHED PRICING PAGES - NOT BELOW

Category 10 - Please provide a price per linear foot for 260 linear feet or less for insulating the following items with TYPE 1 insulation on the attached pricing pages:

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

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

Category 11 - Please provide a price per linear foot for greater than 260 linear feet for insulating the following items with TYPE I insulation on the attached pricing pages:

	Insulation	(a)	(b)	(c)	(d)
	Sizc	1/2" thick	1" thick	1 1/2" thick	2" thick
11,0	1/2"				
11.1	3/4"				
11.2	1"				
11.3	1 1/2"				
11.4	2"				
11.5	2 1/2"				
11.6	3"				
11.7	4"				
11.8	53				
11.9	6"				
11.10	8"	n/a			
11.11	10"	<b>เ</b> บ/ล			
11.12	12"	n/a			
11.13	14"	n/a			
11.14	16"	n/a			
11.15	18"	n/a			
11.16	20"	n/a		*	
11.17	24"	n/a			

Category 12 - Reserved - Not Used

# ENTER ALL COST ON ATTACHED PRICING PAGES - NOT BELOW

Category 13 - Please provide a price per linear foot for 260 linear feet or less for insulating the following items with TYPE 2 insulation on the attached pricing pages:

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

Category 14 – Please provide a price per linear foot for more than 260 linear feet for insulating the following items with TYPE 2 insulation on the attached pricing pages:

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

# ENTER ALL COST ON ATTACHED PRICING PAGES - NOT BELOW

Category 15 – Please provide unit prices per square foot for the insulation of square HVAC supply or return air ductwork in amounts of 260 square feet or less with TYPE 3 insulation on the attached pricing pages:

graditioner and the contestion of the planting of the property of the contestion in the contestion of the contestion in the contestion in

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

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

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

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

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

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

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

** 1,	the second of	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
18.0	· ·	1 1/2" Thick	

### Category 19 - Reserved Not Used

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

	Insulation Thickness	(a) Shell Surface	(b) Bottom Horz. Heads	& Top Head	ls
20.0	1" Thick				
20.1	1 1/2" Thick		1.2		
20.2	2" Thick				

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

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

# ENTER ALL COST ON ATTACHED PRICING PAGES - NOT BELOW

Category 22 – Please provide unit prices per square foot for the insulation of boilers, tanks, breeching in amounts of 260 square feet or less with TYPE 7 insulation on the attached pricing pages:

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

Category 23 – Please provide unit prices per square foot for the insulation of boilers, tanks, breeching in amounts greater than 260 square feet with TYPE 7 insulation on the attached pricing pages:

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

Category 24 – Please provide unit prices per square foot for cementitious fireproofing on support steel beams and floor decking for amounts of 260 square feet or less on the attached pricing pages:

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

# ENTER ALL COST ON ATTACHED PRICING PAGES – NOT BELOW

Category 25 – Please provide unit prices per square foot for cementitious fireproofing on support steel beams and floor decking for amounts greater than 260 square feet on the attached pricing pages:

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
25.0	1" Thick	en and the second from Management

Category 26 - Please provide unit prices per square foot for contaminated carpet removal on the attached pricing pages:

	Contaminated Carpet Removal
26.0	Per Sq. Foot

Category 27 - Please provide unit prices per square foot for linoleum removal on the attached pricing pages:

-	Linoleum Removal
27.0	Per Sq. Foot

# UNIT PRICES PRICING PAGES

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UNIT PRICES SUBTOTAL:

Category 16: HVACSijipiy/Return Ductwork, more than 260 square feet, Type 3 Sub-category SSS 16:0 Unit Price S	Category 18: HVAC.Supply/Return Ductwork, more than 260 square feet, Type 4 Sub-category San San San Sub-category San	20.1.b   38 203.c   202.a   20.2.b	Type 6  21.2.6		7   23.16   23.26	Category 25: Cementicits Eleptroofing on steel beams/decking, more than 260 square feet  Sub-category  Unit Price  Sub-category 27: Unoleum Removal Sub-category 27: Unoleum Removal Unit Price  \$ 25.0
Category 15: HVAC Supply/Return Ductwork, 1-260 square feet, Type 3  Sub-category 25: 15.0 5: 5  Unit Price \$	Category 17: HVAC Supply/Return Ductwork, 1-260 square feet, Type 4  Sub-category 27:025 35  Unit Price 5.	Sub-category 20: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 6  Sub-category  Unit Price  Sub-category  Sub-category	Sub-category 21: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 6  Sub-category 21: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 6  Unit Price S - S - S - S - S - S - S - S - S - S	Sub-category 22: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 7  Sub-category \$ 22.0 - \$ - \$ - \$ - \$  Sub-category \$ 22.2 - \$ - \$  Sub-category \$ 2.12 - \$	Sub-category 23: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 7  Sub-category  Unit Price  Sub-category  Unit Price  Sub-category  Unit Price  Sub-category	Category 24: Cementious Fireproofing on steel beams/decking, 1-260 square feet  Sub-category  Category 26: Contaminated Carpet Removal  Sub-category  Unit Price  Sub-category  Sub-category

# **ABATMN112 - Pricing Pages**

# Bid Recap

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Basis for Award: This contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest Bid Grand Total.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

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.

			lumbers Received:			a transfer transfer to an arrangement
(Chec	k th	e bo	x next to each addendum rece	ive	1)	a:
	[	]	Addendum No. 1	[	]	Addendum No. 6
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	[	]	Addendum No. 3	[	]	Addendum No. 8
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					S. E	Company
				-		Authorized Signature
				_		Date

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

Revised 6/8/2012



NODOR

SIGNATURE

TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Solicitation

NUMBER

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ABATMNT12

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD

SH-PTO

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

DATE PRINTED 12/03/2012 BID OPENING DATE: BID OPENING TIME LINE QUANTITY UOP ... ITEM NUMBER ..... UNIT PRICE ....TAUOMA:... ADDENDUM NO. 4 TO MOVE THE BID OPENING DATE FROM: 12/13/2012 (SAME TIME & LOCATION) TO: 12/20/2012 TO ALLOW FOR CHANGES TO THE SOLICITATION. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID, FAIL-URE TO SIGN AND RETURN MAY RESULT IN DISQUAL-IFICATION OF YOUR BID. END OF ADDENDUM NO. 4

FEIN

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

# SOLICITATION NUMBER: ABATMNT12 Addendum Number: 04

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

### Applicable Addendum Category:

١v	/	Modify bid opening date and time
1		Modify specifications of product or service being sought
.1	•	Attachment of vendor questions and responses
1	1	Attachment of pre-bid sign-in sheet
t	I	Correction of error
Ĩ	Ī	Other

### Description of Modification to Solicitation:

- 1. To modify bid opening from 12/13/12 to 12/20/12 at 1:30 pm
- 2. To provide addendum acknowledgment.

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

### Terms and Conditions:

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

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# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

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.

Mark to the second second

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

Revised 6/8/2012

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

### Solicitation

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ABATMNT12

ADDRESS CORRESPONDENCE TO ATTENTION OF CONNIE OSWALD 304-558-2157

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

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# SOLICITATION NUMBER: ABATMNT12 Addendum Number: 03

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

### Applicable Addendum Category:

	1	]	Modify bid opening date and time
			Modify specifications of product or service being sought
2	Ĺ	j.	Attachment of vendor questions and responses
	[	l	Attachment of pre-bid sign-in sheet
	1	ľ	Correction of error
	[/	I	Other

### Description of Modification to Solicitation:

- 1. To extend the bid opening to: 12/13/2012 at 1:30 pm
- 2. To provide an additional question/answer period until 5:00 pm on 11/30/2012.
- 3. To provide addendum acknowledgment.

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

### Terms and Conditions:

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

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

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.

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

Revised 6/8/2012



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

### Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CONNIE OSWALD 304-558-2157

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

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# SOLICITATION NUMBER: ABATMNT12 Addendum Number: 02

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

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8.00	1		Modify specifications of product or service being sough
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	1	Ī	Correction of error

### Description of Modification to Solicitation:

- 1. To provide mandatory pre-bid sign in sheets.
- 2. To provide clarifications for bid bond.

Other

Applicable Addendum Category:

3. To provide addendum acknowledgment.

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

### Terms and Conditions:

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

# ATTACHMENT A

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REP: BRETT COKER	TOLL FREE
Email Address: DCoKerle regarno Com	FAX 304-816-0194
COMPANY: SWANK CONSTRUCTION CONPONY UC 200 HUNT UALLOY ROAD PHONE 724-594-0800	PHONE 724-594-0800
RED: MICHAEL ARGINGS NEW KENSINGTON PA 15068	TOLL FREE
Email Address: Mixe 時代 SいみなCO. Cort	FAX 724-594-0810

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Page 2 of 3	11-6-19	TELEPHONE & FAX NUMBERS	304-768-4551	304-768-4642	1-304-532-4160	304-532-6163	4 343-5950 ext. 115	343-5961	PHONE 3c4-343-5950 ext 11mg TOLL FREE	304-343-5961	304-558-2157	.558-3970
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FIRM & REPRESENTATIVE NAME	Re Industrial & Commercial Demolition  Excavation and Environmental Services  Doug (Mac), McFarland  Colef Estimator  (304) 312-4343	Re 4295 Central Avenue • Shadyside, OH 43947 Office (740) 571-0077 • Fax (740) 571-0078 Ending macrazo@sbegiobal.not	Company:	DEMOLITION     ASSESTOS ABATEMENT     AND TESTING:	- EXCAVATING - MOBILE-AGGREGATE CTUSHING - CENTER SIZE AT STATE		Wassing Williams America F.1. Wassing Williams America F.1. Red.	Email Address:

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

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.

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Addendum Numbers Received: (Check the box next to each addendum received)							
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NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

### Solicitation

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ABATMNT12	

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD

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ALL STATE AGENCIES
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# SOLICITATION NUMBER: ABATMNT12 Addendum Number: 01

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

1	1	Modify bid opening date and time
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 1	1	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	1	Correction of error

### Description of Modification to Solicitation:

1 Other

Applicable Addendum Category:

- 1. To provide additional bid scenario pages previously omitted in error.
- 2. To provide addendum acknowledgment.

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

### Terms and Conditions:

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

# ATTACHMENT A

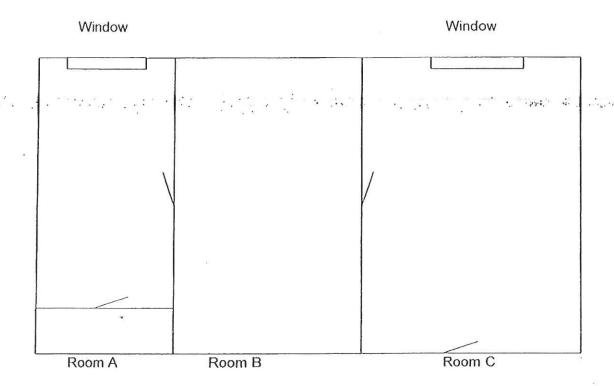
### **BID SCENARIO NUMBER 1**

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

Room A is 10 feet by 15 feet.

Room B is 20 feet by 12 feet.

Room C is 21 feet by 14 feet.



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

### **BID SCENARIO NUMBER 2**

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

- 980 square feet of 3/4 inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

### Chill water piping

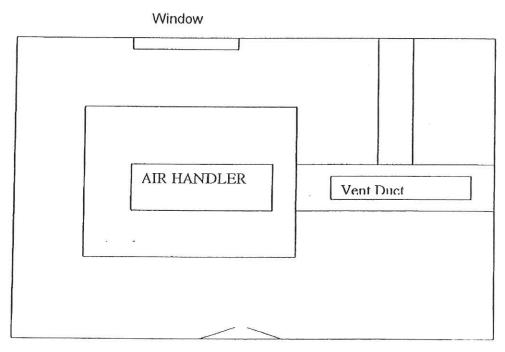
- 89 linear feet if 2" piping
- 120 linear feet of 1" piping
- 115 linear feet of 4" piping

### Steam piping:

- 32 linear feet of 12" piping 1" thick TSI
- 295 linear feet of 24" piping 2" thick TSI

  1" fee connections 15
- 1" tee connections 15
  - 1" valves 6
- 1" elbows 10
- 2" elbows 4
- 2" valves 2
- 4" elbows 4
- 4" tees 2
- 12" elbows 2
- 24" elbows 2

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



Entrance

#### **BID SCENARIO NUMBER 3**

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

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

#### Chill water piping:

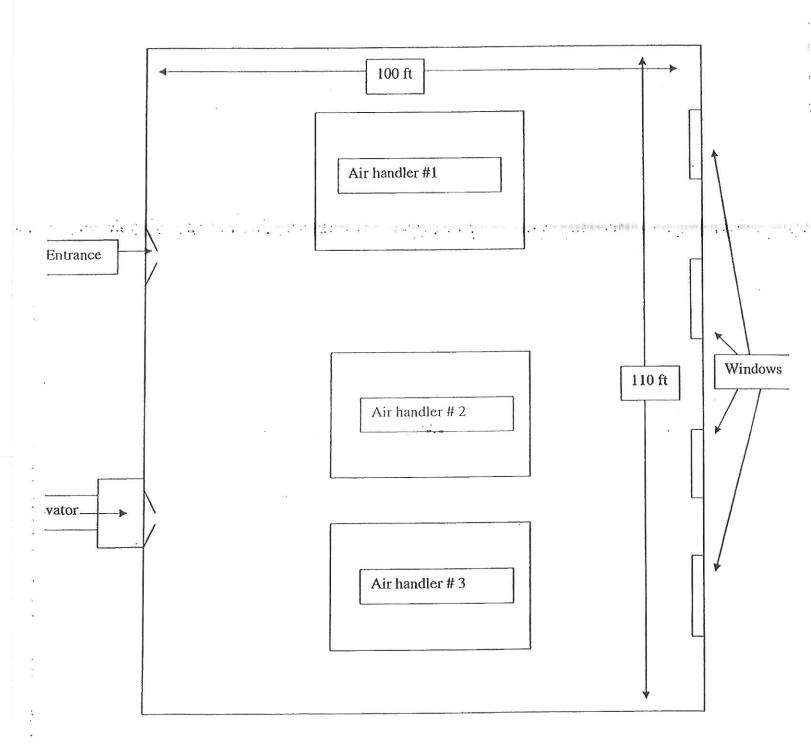
175 linear feet of 1" piping
1" tee - 8
1" valves - 16
1" elbows - 24
85 linear feet of 6" piping
6" valves - 6
6" tees - 4
6" elbows - 8
155 linear feet of 2" piping
2" tees - 9
2" elbows - 16
2" valves - 6

#### Steam Piping:

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

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

BLDG 62 12<sup>th</sup> Floor



### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ABATMNT12

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

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NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



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

#### Solicitation

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CONNIE OSWALD

ADDRESS CORRESPONDENCE TO ATTENTION OF: 304-558-2157

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

#### Solicitation

NUMBER:

ABATMNT12

ADDRESS CORRESPONDENCE TO ATTENTION OF: CONNIE OSWALD 304-558-2157

ADDRESS CHANGES TO BE NOTED ABOVE

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

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State of West Virginia
Department of Administration
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2019 Washington Street East
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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids to establish an open ended statewide contract for the removal, encapsulation, and remediation of Asbestos Containing Material. This Contract will be available to Agencies of the State of West Virginia and its political subdivisions.
- 2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Abatement Services" means work performed under this Contract to control or limit asbestos fiber releases from ACM and includes, but is not limited to stripping, removal, encapsulation, disposal, and wet cleaning, in compliance with all applicable laws, regulations, and ordinances, including, but not limited to, the requirements of West Virginia Department of Environmental Protection and Department of Health and Hunan Resources Asbestos Compliance Division.
  - 2.2 "ACM" or "Asbestos Contaminated Material" means any building product made from, coated with, or containing asbestos.
  - 2.3 "Air Lock" means a system for entrance or exit that does not permit air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
  - 2.4 "Air Sampling" means the process of measuring the fiber content or particulate mass of a specific volume of air at a specific point in time.
  - 2.5 "Amended Water" means water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.
  - 2.6 "Asbestos Filtration Device" means filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas with at least three filter stages, including readily accessible pre-and secondary filters, and a final filter which must be a High Efficiency Particulate Air (HEPA) filter rated 99.97% effective in capturing particles having diameters of 0.3 micrometers or greater.
  - 2.7 "Barrier" means polyethylene sheeting and/or other materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, form the containment area.

- 2.8 "Enclosed Work Area" means the area inside the Barrier that contains ACM that will be abated.
- 2.9 "Clean Room" means an uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage of worker's street clothes and protection equipment.
- 2.10 "Curtained Doorway" means a device to allow entrance or exit from one room to another while restricting air movement between the rooms. Typically constructed by placing three overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing all sheets along the top of the doorway, securing the vertical edge of the outside sheet along one vertical side of the doorway, the second sheet along the doorway vertical edge opposite the first, and the third sheet around the entire doorway (including base). The third sheet should be slit down the center to within one foot of each end to facilitate access by personnel. Two "Curtained Doorways" should be spaced a minimum of three feet apart to form an "Air Lock".
- 2.11 "Disposal" means transporting and depositing of the ACM stripped and/or removed from the building to an approved waste disposal site in compliance with State and Federal laws and regulations.
- 2.12 "Encapsulant" or "Sealant" means all materials and procedures necessary to prevent the release of asbestos and transport and deposit the ACS stripped and/or removed from the building to an approved waste disposal site.
- 2.13 "Encapsulation" means all procedures necessary to coat ACS with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible ACS non-friable and incapable to releasing asbestos fibers into the ambient air.
- 2.14 "Equipment Room" means a contaminated area or room inside the Enclosed Work Area which is part of the Work Area Isolation Structure, with provisions for storing of contaminated clothing and equipment.
- 2.15 "HEPA" means high efficiency particulate air.
- 2.16 "HEPA Vacuum Equipment" means High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers.

- 2.17 "HVAC" means heating, ventilating, and air conditioning and includes all supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other mechanical equipment.
- 2.18 "Independent Testing Laboratory" means a qualified organization capable of performing necessary Air Sampling and other testing requirements of asbestos abatement projects.
- 2.19 "Lagging" means insulation used to prevent heat floss from pipes, boilers, and similar equipment.
- 2.20 "NIOSH" means National Institute for Occupational safety and Health.
- 2.21 "OSHA" means United States Department of Labor, Occupational Safety and Health Administration.
- 2.22 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.23 "Removal" means all specified procedures necessary to gather, transport and dispose of ACM.
- 2.24 "RFQ" means the official RFQ published by the Purchasing Division and identified as ABATMNT12.
- 2.25 "Stripping" means all specified procedures necessary to remove ACM.
- 2.26 "Surface Sample" means a wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
- 2.27 "Surfactant" means a chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
- 2.28 "8-Hour TWA" means the time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
- 2.29 "Wash Room" means a shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.
- 2.30 "Wet Cleaning" means the process of removing ACM from building surfaces, equipment, objects, tools, disposal containers, etc. with a liquid, generally water.

- 2.31 "Work Area" means the area in and around which Vendor is performing Abatement Services.
- 2.32 "Work Area Isolation Structure" means a series of connected rooms, typically consisting of a Clean Room, Wash Room, and Equipment Room, to permit equipment and personnel movement to and from the Enclosed Work Area while preventing airflow from the Enclosed Work Area. It is also used for the decontamination of workers, materials and equipment. A Work Isolation Structure always contains at least one Air Lock.
- 3. SCOPE OF WORK: Vendor shall provide all equipment, material, and labor necessary to perform Abatement Services,
  - 3.1 Abatement Services provided under this Contract will include:
    - 3.1.1 Stripping, Removal, Encapsulation, Disposal, and Wet Cleaning, in compliance with all applicable laws, regulations, and ordinances;
    - 3.1.2 Sealing all surfaces from which ACM or suspected ACM was removed and sealing of all exposed edges of any remaining ACM that is to remain in place.
    - 3.1.3 HEPA vacuuming and Wet Cleaning all surfaces inside and outside of the Enclosed Work Area as needed;
    - 3.1.4 Ensuring that the worksite is properly maintained to protect public safety;
    - 3.1.5 Insulating and fireproofing of various structures from which ACM has been sealed or removed.
    - 3.1.6 Restoration of all property, private or public, affected by Abatement Services to its original condition or better;
    - 3.1.7 Providing clearance reports, final reports, and project manuals that include descriptions of work in all locations, waste manifests signed by landfill representatives, and all other documents related to this project; and
    - 3.1.8 Any other task required by the West Virginia Department of Environmental Protection and Department of Health and Hunan Resources Asbestos Compliance Division to properly provide Abatement Services.

- 3.2 The scope of Abatement Services required under this Contract may vary from project to project as needed. There is no guarantee of any kind regarding the amount or type of Abatement Services that will be required under this Contract.
- 3.3 Vendor must perform Abatement Services after regular working hours, on weekends, or on holidays unless otherwise scheduled with the Agency.

#### 4. CONTRACT AWARD AND PRICING:

4.1 This Contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest combined total price for Abatement Services requested in the three bid scenarios.

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

- 4.2 Vendor should also list a unit price for each activity shown on the pricing pages. Vendor must use the unit prices quoted to calculate the total price for Abatement Services in the bid scenarios. The total price for Abatement Services for each scenario is then combined to make up the lowest combined total price. The Purchasing Division reserves the right to adjust Vendor's bid to reflect the proper unit price quoted on the Pricing Pages.
- 4.3 Unit prices must include all labor, materials, equipment, supplies, transportation, cost of mobilization, demobilization, etc. necessary to perform Abatement Services. These items will not be paid for separately and Vendor shall not include them on invoices to the Agency.
- 4.4 Notwithstanding anything contained herein, insulation and fireproofing will be billed at unit prices separate from unit prices for other Abatement Services as evidenced by the Pricing Pages.

#### 5. ORDERING PROCEDURES:

- 5.1. Agencies desiring to utilize this contract shall contact the first priority vendor to request Abatement Services. If the first priority vendor is unable to perform in the time period requested by the Agency, then the Agency may contact the second priority vendor in an effort to obtain Abatement Services, and so on until a vendor has been selected.
- 5.2. Agency shall issue a WV-39 release order to the Vendor that will perform the Abatement Services hereunder. Vendor shall not perform work under this Contract until a release order has been issued.
- Agency's WV-39 release order shall include a date and time on which Vendor must commence Abatement Services.
- 5.4. Vendor must respond to emergency requests for Abatement Services within 8 hours of being notified of the same by Agency.

#### 6. INVOICING AND PAYMENT:

- 6.1. Vendor shall invoice Agency for work performed under this Contract in accordance with the unit prices quoted on the Pricing Pages. All invoices must contain a list of the work performed, broken down into the individually priced units, a list of the unit prices for the work, a total for each category of work performed, and a total cost of all work performed.
- 6.2. The cost of any repairs necessitated by damage caused by Vendor during its providing of Abatement Services shall be deducted from any invoice.
- 6.3. Agency will only make final payment upon delivery of all required documentation and verified satisfactory completion of all Abatement Services requested.
- 6.4. Vendor may request monthly payments based on work completed if a schedule of completion and payment is submitted and approved by the Agency in advance.

#### 7. VENDOR QUALIFICATIONS:

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

The Purchasing Division reserves the right to reject Vendor's bid if the Purchasing Division determines that Vendor's noncompliance represents a risk to the State of West Virginia.

- 7.2. All work is to be performed by personnel with a minimum of a current Class I. Asbestos Worker Certification, and under the supervision of a Class II Asbestos Supervisor.
- 7.3 All contractors shall have shirts with a company logo identifying whom they work for.
- 8. WORK AREA SECURITY: Vendor is responsible for security of the Work Areas of each project and/or facility.
  - 8.1. Security: The Vendor must provide security measures to prevent any unauthorized accidental entry into the Work Area. The Vendor must post hazard warning signs at all points of possible access to the Work Area. The signs must contain the specific wording required by OSHA and EPA.
  - 8.2. Limited Entry: Vendor must limit entry into all Work Areas to its personnel, the Architect or Engineer's authorized representative, authorized Agency representatives, and Government Regulatory Agency personnel legally entitled to inspect the project. All persons entering the Work Areas must be properly protected against exposure to asbestos.
  - 8.3. Visitor Log: Vendor shall maintain a visitor's log for each project that must be signed by each visitor and contain the date and time of each visit, duration of time in Work Area, activities in the Work Area, safety precautions used, protective equipment used, etc. Visitors include anyone at the site other than Vendor's authorized personnel. Agency personnel, the architect, engineer, and inspectors are all examples of visitors. Vendor shall make the Visitor's Log available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Visitor Log to Agency.

#### 9. PROJECT COMPLETION:

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

#### 10. RECORDS:

- 10.1. Project Log: Vendor must maintain a daily Project Log for each project. The Log must include the following information:
  - 10.1.1. Name and location of the project,
  - 10.1.2. Name of the project superintendent and the actual time that the project superintendent is physically on site,
  - 10.1.3. Brief description of work performed,
  - 10.1.4. Name of each employee on site,
  - 10.1.5. Description of any significant events, incidents, or unusual occurrences (including but not limited to, deviations of plans, specifications, contract requirements noted by the Agency, Engineer, Architect, Inspector, air-sampling technician, or Vendor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the Work Area), and

- 10.1.6. Copies of routine inspection reports, results of Air Sampling and analysis, project minutes, disposal forms, and any other routine documents (including project Purchase Order) relating to project activities.
- 10.2. Asbestos Disposal Form: All ACM must be disposed of properly and deposited in an EPA approved landfill. The Vendor must secure an Asbestos Disposal Form or manifest for each separate load of ACM delivered to the landfill. Copies of all documents relating to disposal must be placed and retained in the Project Log.
- 10.3. Records Retention: Vendor must comply with all submittal, documentation, and notice requirements set forth by the EPA, OSHA, all other federal, state, and local regulatory agencies, and the project specifications. Copies of all submittals, documents, and notices that are produced or are given to the Agency or to any governmental agency must be retained in the Project Log.
- 10.4. Copies Required: Vendor shall make the Project Log and any other documents available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Project Log and any other documents to Agency.
- 11. LIABILITY: Vendor will be responsible for any damage from ACM or asbestos fiber release occurring during performance of Abatement Services.
- 12. WARRANTY: In addition to any other warranty contained in the terms and conditions:
  - 12.1. All workmanship and materials shall be guaranteed for a minimum of one(1) year from final acceptance unless manufacturer's standard approved warranty is greater;
  - 12.2. The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued there under by any applicable governmental authority;

12.3. The vendor warrants that all chemical substances sold by it to the State of West Virginia comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued there under by all applicable governmental authorities.

#### 13. MATERIALS SUPPLIED:

- 13.1. The Vendor shall furnish the Agency with a Material Safety Data Sheet disclosing all potentially hazardous substances in any product that the Vendor sells or offers for sale to the State of West Virginia.
- 13.2. It is the intention of the State of West Virginia not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the Vendor. Vendor warrants that all equipment and materials to be supplied under this Contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Vendor and accepted in writing by the State.
- 14. COMPLIANCE WITH ABATEMENT LAWS: Vendor shall comply with and ensure that all its personnel and all subcontractors performing under this Contract understand and comply with all applicable laws rules, regulations, and interpretations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the U.S. Environmental Protection Agency (EPA) and all other state, federal, county, and other agencies having jurisdiction over Abatement Services.

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

West Virginia Code §16-32-1, et seq.

Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).

OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).

EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.

EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).

NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".

U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSIIA-General Industry Safety and Health Standard Title 29 CFR Section 191 0.134.

OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 -. 1051

OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.

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

#### 15. PERSONAL PROTECTION:

- 15.1. Respiratory Protection Equipment: Subject to any more stringent requirements imposed by applicable law or project specification, the Vendor must comply with the following at a minimum.
  - 15.1.1. The Vendor must provide all workers and those who have access to abatement. Work Areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at each project. Respirators issued to site visitors must, at minimum, provide the same level of protection against airborne asbestos fibers as those issued to workers.

- 15.1.2. The Vendor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. As part of this Program, all persons using respirators must be thoroughly instructed in the following details:
  - i. Proper use
  - ii. Care, cleaning, and sanitizing
  - iii. Limitations
  - iv. Maintenance
  - v. Emergency procedures
  - vi. Prohibition of facial hair

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

- 15.1.3. The following minimum standards must be adhered to with regard to Respiratory Protection Equipment, unless a higher standard is required by a governmental agency or Vendor policy.
  - 15.1.3.1. Air purifying half-face respirators with HEPA filters will be used for all setup when (unless an industrial hygienist certifies in writing that no such respirators are required) the possibility that airborne asbestos fibers exist.
  - 15.1.3.2. Positive pressure respirators must be used for Removal work. These may include powered-air respirators (PAR) or air supplied respirators (Type C), and should be on constant flow design. If PAR respirators are used, the filters must meet HEPA performance criteria as defined by NIOSH.
  - 15.1.3.3. At anytime when work-place airborne fiber concentrations are expected or demonstrated by Air Sampling to exceed 5.0 fibers/cc, only type C respirators can be used.
  - 15.1.3.4. Single-use, disposal respirators must not be used at any time.

- 15.2. Protection Procedures: Subject to any more stringent requirements of applicable law, rule, ordinance, or the project specifications, the Vendor must comply with the following procedures:
  - 15.2.1. Every person must, prior to every entry into an Enclosed Work Area, remove all street clothes in the Clean Room and put on their respirator and clean protective clothing before passing through the Wash Room to the Enclosed Work Area.
  - 15.2.2. Every person must, each time they leave a Work Area, remove all clothing, except their respirator, prior to entering the Wash Room. The person must then enter the Wash Room and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete, may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails.
  - 15.2.3. No persons will be permitted to bypass the safety procedures contained herein.

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

- 16.1. Layout of Work Area Entrance and Decontamination Structures: The Vendor must set up Work Area isolation/decontamination facilities in the manner specified in the specifications or applicable law, or if more stringent, consisting of three areas as follows:
  - 16.1.1. The Equipment Room must be an area of sufficient size to accommodate at least one worker, a 6-mil disposal bag and container, and any equipment that the user wishes to store when not in use. The Equipment Room must not be physically separated from the Work Area Isolation Structure.
  - 16.1.2. The Wash Room must have two curtained doorways of opaque polyethylene film, one to the Enclosed Work Area, and one to the uncontaminated area. At least one shower must be installed in this room for personal decontamination.

- 16.1.3. The Clean Room must be of sufficient size to accommodate at least one worker and storage of street clothing. The Clean Room must be in the uncontaminated area and be separated from any contaminated area by at least one Air Lock.
- 16.1.4. Prefabricated or trailer-type decontamination/entrance system may be used.
- 16.2. Maintenance of Isolation System and Barriers: At all times during any asbestos abatement project, the Vendor must routinely and frequently inspect and maintain the integrity of all Barriers and Curtained Doorways, and of the Work Area isolation Structure, and Enclosed Work Area. Special attention must be applied to taped joints. The Vendor must immediately repair damaged Barriers, Curtained Doorways, and other matters that may affect the integrity of the Enclosed Work Area and the Work Isolation Structure.
- 16.3. Use of Asbestos Filtration Devices (AFD): When required by applicable law, rule, or ordinance, Vendor must install and use Asbestos Filtration Devices (AFD) as part of an exhaust ventilation system to develop and hold a negative differential air pressure inside the Enclosed Work Areas.
- 16.4. Cleanup and Transportation of ACM: All polyethylene film, tape, cleaning material, clothing, respirator and AFD filters, and other disposable material or items used in the Enclosed Work Area must be treated and disposed of as ACM.

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

When Loading filed disposal containers into the transport vehicles, the Vendor must: take steps to protect against rupture or other accidental opening of the sealed containers; assume any and all liability for any rupture or other opening of sealed containers.

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

16.5. Disposal of ACM: Disposal of ACM must comply with all applicable laws, rules, and ordinances including, but not limited to DOT, OSHA, and EPA regulations. The landfill must be licensed to accept asbestos by all federal,

state, and local authorities and proof of such license must be included in the project report. The Vendor must fully document actual disposal for each load of waste delivered to the designated landfill. Signature attesting to receipt of the waste by the landfill operator must be obtained from the landfill operator for each load.

#### 16.6. Decontamination of Work Area and Site Cleanup:

- 16.6.1. Upon completion of all Abatement Services, all equipment, machinery, scaffolding, tools, etc. must be cleaned with Amended Water and removed from the Work Area.
- 16.6.2. After removing equipment and tools, the Vendor shall clean all surfaces inside the Enclosed Work Area, and any other part of the Work Area suspected of having asbestos fiber contamination, using Amended Water and/or HEPA filtered vacuum equipment, as appropriate.
- 16.6.3. After all surfaces and equipment have been thoroughly cleaned and final clearance air sample results have been obtained, the Work Area Isolation Structures can be removed and must be disposed of as ACM.
- 16.6.4. Vendor must conduct a detailed final inspection to ensure that no dust or debris remains on any surface and must immediately take any additional steps necessary to make sure the Work Area is free from asbestos fibers.
- 16.7. Final Restoration: Vendor is responsible for restoring the Work Area to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the Vendor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.), at no additional expense to the Agency.
- 17. INSULATION: Vendor shall insulate structures from which ACM has been removed or scaled in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.
  - 17.1. Thermal and Acoustic Insulation: Vendor shall furnish and install all insulation necessary to the project and in accordance with the following type schedule. All insulation and accessories used in an air plenum space, and all duct covering and lining regardless of physical location, shall have a composite (insulation, jacket, & adhesive) fire and smoke hazard rating as tested under procedure ASTM E-84, NFPA 255 & UL 723, not exceeding a flame spread 25 and smoke developed 50. All other areas shall have insulating materials and accessories on pipes and vessels rated at a flame

spread 25 and smoke developed 150 as tested by the same procedure. All calcium silicate shall be asbestos free.

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

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

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

Type (3): Rigid fiberglass duct insulation as manufactured by Manville, Owens-

Coming, Knauf or Certainteed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of 24 at 75 deg F mean temperature.

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

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

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

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

#### Type of Finish:

- 1. A.S.J. All service jacket with self-seal lap.
- 2. F.G.C. Field applied 8-1/2 oz. Glass cloth lagging.
- 3. F.F.V. Foil faced Kraft paper vapor seal, factory applied.
- 17.2. Installation: All insulation shall be completed over clean dry surfaces. Insulation must be dry and in good condition. Wet or damaged insulation will not be acceptable. No insulation shall be applied prior to pressure test completion of the respective piping and/or duct system.
  - 17.2.1. Pipe insulation: All pipe insulation shall be installed with joints butted firmly together. All valves and fittings shall be insulated using insulation equal in density and thickness to the adjoining insulation; or with insulation cement equal in thickness to the adjoining insulation or premolded insulated fittings. The insulation applied to the valves and fitting shall be covered with Zeston 25/50 rated PVC fitting covers as manufactured by Manville Corporation or equal. No staple area allowed penetrating the vapor barrier on cold systems unless specified by the Owner. (i.e. chilled water, cold water, down spouts.) All pipe insulation ends shall be tapered and sealed regardless of services.

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

All insulated, exposed vertical piping within the building, excluding the mechanical equipment rooms, and piping exposed to outdoors shall include a.016" thick aluminum jacket in addition to the normal finish. Vertical piping shall be protected to a height of 8'-0° above the floor. Reheat coils in supply air ductwork shall also have a 0.016" thick aluminum jacket.

17.2.2. Duct Insulation: Rigid duct insulation shall be impaled over welded pins and secured with white insulation caps. All seams shall be firmly butted, staggered, and sealed with white pressure-sensitive vapor-barrier tape. Do not use staples unless specified by Owner.

Wrap around duct insulation shall be applied with all joints butted firmly together. Insulation shall be cemented to the surface with

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

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

- 17.2.3. Boilers. Vessels. Breeching, ECT Insulation: Rigid or flexible insulation shall be installed with joints staggered and all seams firmly butted together. Insulation shall be secured using 3/4"x. 020 stainless steel bands on 12-inch centers. Where required, weld studs, clips, or angles needed to provide anchors for wires and bands. Insulate and lag using the appropriate type of either six or seven.
- 17.2.4. Additional Requirements: See the duct material schedule on building drawings when available for additional insulation information. Armaflex insulation exposed to the outdoors shall be painted, two coats of white Armaflex finish by the insulation contractor. A/C condensate floor drain waste lines to be insulated for a distance of 10'-0" from the floor drain handling the condensate.

#### 17.3. All insulation material shall conform to the following schedules:

Service	Туре	Size	Thickness	Finish
Heating Water	1	4" & Under	1"	A.S.J.
Chilled/Heating Water	1	6" & Over	1 1/2"	A.S.J.
Chilled Water*	1	All Sizes	1"	A.S.J.
	2	1 1/2" & Under	1/2"	*****
Chilled Water Pump	1	******	1"	F.G.C.
	2	*****	1/2"	*****
Domestic Water	1	All Sizes	1"	A.S.J.
(Hot & Recirculated)	2	1 1/2" & Under Only	1/2"	*****
Domestic Cold Water	1	All Sizes	1	A.S.J.
& Downspouts (New &	2	1 1/2" & Under	1/2"	*****

Existing)		Only		
Steam Condensate -(15# & Under)	1	4" & Under	1 1/2"	A.S.J.
Steam Condensate (15# & Under)	1	6" & Over	2"	A.S.J.
Steam Condensate (16# to 55#)	1	1' & Under	1 1/2"	A.S.J.
Steam Condensate (164 to 554)	1	1 1/4" to 4"	2 1/2"	A.S.J.
Śteam Condensate (164 to Ś54)	1	5" and Over	3"	A.S.J.
Feed Water, Pumped Steam Condensate, Blowdown	1	All Sizes	1 1/2"	A.S.J.
Exposed Ductwork	3	All Sizes	1 1/2"	A.S.J.
Concealed Ductwork	4	All Sizes	1 1/2"	F.F.V.
Heat Exchangers	6	All Sizes	2"	F.G.C.
Feedwater Tank, Condensate Pumps & Receivers, Flash Tank, Blowdown Separator, Air Separators	6	All Sizes	2"	F.F.V.
A.C. Condensate Floor Drain Waste Lines	1	All Sizes	1"	A.S.J.
Refrigerant Piping	2	1 5/8" & Under	1/2"	*****
Domestic Hot Water Heater	6	All Sizes	2"	F.G.C.
Reheats Coils in Supply Air Duct Work Aluminum Jacket	3	All Sizes	1 1/2"	A.S.J. &0.016"

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

- 18. FIREPROOFING: Vendor shall fireproof structures from which ACM has been removed or sealed in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.
  - 18.1. General: Vendor shall provide materials and construction which are meet or exceed those tested for the following fire performance characteristics, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.
    - 18.1.1. Fire Resistance Ratings: As indicated by reference to design designation in UL "Fire Resistance Directory" for fire-rated assemblies in which sprayed-on fireproofing serves as direct-applied protection, tested per ASTM E 119.
    - 18.1.2. Surface Burning Characteristics; As indicated for each sprayed-on fireproofing product required, tested per ASTM E 84 and listed in UL "Building Materials Directory".
    - 18.1.3. Field-Constructed Mock-Up: Prior to installation of exposed sprayed-on fireproofing, apply each product indicated for exposed applications, in location selected by the Owner, to represent completed work for qualities of appearance, materials, and application. Mock ups should be approximately 100 sq. ft. of surface. To the extent possible, Vendor should retain mock-ups during construction as standard for judging completed work.
  - 18.2. Submittals: To obtain approval for use of fireproofing materials Vendor must submit the following to Agency and Agency's representative:
    - 18.2.1. Product Data: manufacturer's product data for each sprayed-on fireproofing product indicated.
    - 18.2.2. Test Reports: certified test results from an independent testing laboratory indicating compliance of sprayed-on fireproofing products with performance requirements indicated; Acceptance of steel primers by sprayed-on fireproofing manufacturer, based on date submitted by primer manufacturer, and sprayed-on fireproofing manufacturers' certification that their products comply with specification requirements and are suitable for the use indicated.

- 18.3. Delivery, Storage, Handling: Vendor shall deliver fireproofing products to project site in original, unopened packages with manufacturers' labels identifying products legible and intact. Vendor must also include names of products and manufacturers, date of manufacturer and shelf life, on the labels where applicable. Vendor must use materials with limited shelf life within period indicated. Vendor must store materials inside, under cover or above ground and in a manner to keep them dry until ready to use.
- 18.4. Fireproofing Products: Fireproofing products provided by Vendor must comply with or exceed the requirements of applicable law, rule, ordinance, and those listed below.
  - 18.4.1. Cementitious Fireproofing: Cementitious fireproofing must be a factory-mixed formulation of inorganic binders and lightweight mineral aggregates mixed with water at project site to form slurry for pumping and for dispersal by compressed air introduced at spray nozzle. The physical properties that must be met include:
    - 1. Bond Strength: 80 lbs. per sq. In. Pr ASTM E 736.
    - 2. Compressive Strength: 3.47 lbs. per sq. In, Per ASTM E 761.
    - 3. Corrosion Resistance: No Evidence of corrosion per ASTM E 937.
    - 4. Deflection: No eracking, spalling, delamination or the like per ASTM F759.
    - 5. Effect of Impact on Bonding: No cracking, spalling delamination or the like per ASTM E 760.
    - Air Erosion: Maximum weight loss of 0.025 grams per sq. Ft. per ASTM E859.
    - 7. Dry Density: Values for average and individual densities as required for fire-resistance ratings indicated, per ASTM E 605.
    - 8. Hardness: 0.50 max. Penetration per ASTM C 569.
    - 9. Surface Burning Characteristics: Maximum flame spread and smoke developed values of 10 and 0, respectively.

- 18.5. Installation Vendor shall install and fireproofing material in accordance with all applicable laws, rules, ordinances, manufacturers' instructions and specifications, and instructions from the Agency or Agency's representatives.
  - 18.5.1. Preparation: Vendor shall clean substrates of substances that could impair bond of fireproofing, including oil, grease, rolling compounds, incompatible primers, and loose mill scale, prime substrates where recommended by fireproofing manufacturer, except where compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

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

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

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

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

- 18.5.3. Method: Vendor shall apply fireproofing materials by sprayed-on method to maximum extent possible. Following spraying operation in each area, complete the coverage by trowel application or other placement method applicable to manufacturer.
- 18.6. Quality Control: Agency reserves the right to employ an independent testing laboratory to perform field quality control testing. Tests will be at the discretion of the Agency and will be performed to the extent that Agency deems necessary.

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

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

#### EXHIBIT A - PRICING PAGES

#### **Unit Prices**

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

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

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

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

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

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

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

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

#### Category 5 - Provide a unit price for the following:

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

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

100	B 11 1		-
1 (5 ()	Bridging or a penetrating encapsulation <260 sq. ft.	Φ.	1
0.0	Bridging of a penetrating cheapstration \200 Sq. 1t.	1.0	1
			- 1

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

CALLETTING	Tables to built this	
7.0	Bridging or a penetrating encapsulation >260 sq. ft.	Δ 7
7.0	Druging of a penetrating encapsiliation >260 sq. 11	1.%
	1 0 0 - The state of the state	1 4

Category 8 – The price for all pipefitting, such as ells, tees, valves, and flanges, shall be based on a factor of 1.5 of the linear foot cost for the appropriate size of pipe involved.

0 0		
1 8 0	I All minofitting	1167/15
10.0	All pipefitting	
2000,000	T b. berriting	1 1.3 A DE

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

-		
100	All minofitting introletions	OTTT
7.0	All pipefitting insulation	13 X 1 F 1
		2 17 121

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

	Insulation	(a)	(b)	(c)	(d)
	Size	1/2" thick	1" thick	1 1/2" thick	2" thick
10.0	1/2"	\$	\$	\$	\$
10.1	3/4"	\$	\$	\$	\$
10.2	1"	\$	\$	\$	\$
10.3	1 1/2"	\$	\$	\$	\$
10.4	2"	\$	\$	\$	\$ .
10.5	2 1/2"	\$	\$	\$	\$
10.6	3"	\$	\$	\$	\$
10.7	4"	\$	\$	\$	\$
10.8	5"	\$	\$	\$	\$
10.9	6"	\$	\$	\$	\$
10.10	8"	n/a	\$	\$	\$
10.11	10"	n/a	\$	\$	\$
10.12	12"	n/a	\$	\$	\$
10.13	14"	n/a	\$	\$	\$
10.14	16"	n/a	\$	\$	\$
10.15	18"	n/a	\$	\$	\$
10.16	20"	n/a	25	\$	\$
10.17	24"	n/a	\$	\$	18

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

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

#### Category 12 - Additional Factors

Please provide a factor by which the price of appropriate sized pipe will increase for installing 0.016 smooth aluminum jacketing secured with Y2-inch aluminum bands and clips at 12-inch centers. This is to be applied to the straight pipe in addition to the normal finish where required.

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

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

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

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

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

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

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

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

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

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

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

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

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCT
18.0	 1 1/2" Thičk	\$

#### Category 19 - Additional Factors

Install.016 smooth aluminum jacketing secured with 1/2 inch aluminum bands and clips at 12-inch centers. This applies to exposed round or square ducts that require Type 3 or Type 4 insulation,

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

## REQUEST FOR QUOTATION ABATMNT12 Asbestos Abatement

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

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

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

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

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

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

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

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

# REQUEST FOR QUOTATION ABATMNT12 Asbestos Abatement

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

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

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

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
25.0	l'' Thick	\$

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

	Contaminated Carpet Removal	
26.0	Per Sq. Foot	\$ 

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

	Linoleum Removal	
27.0	Per Sq. Foot	\$ 

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 1		
<	Removal of Carpet per Sq Ft		
	Abate tile & mastic per Sq Ft		
ROOM A			
1	( Provide Itemized List)	, 150	
Material	Per Hour		
BID SCENARIO NUMBER 1 SUBTOTAL	ľ	υ,	

# ABATMINT12 -Pricing Pages

2 of 4

BID SCENARIO			
	Description		Bid Total
	BID SCENARIO NUMBER 2		
(S)	Sheet Insulation on Air Handler per Sq Ft		
7S	Sheet Insulation on Vent Ducting per Sq Ft		
Removal - Water Piping			
	1" Piping		
	2" Piping		
	4" Piping		
Reinsulation - Water Piping	Per Ljnear Foot		
Removal - Steam Piping			
	12 " Piping		
	24" Piping		
	Elbow, Valves and Tees		
Reinsulation - Steam Piping	Per Linear Foot		
Materials	(Provide Itemized List)		
2000	Per Hour		
		<b>U9</b>	

3 of 4

		8	
BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 3		
		-	
Removal - Sheet Insulation	Air Handler per Sq Ft	492	
Removal - Sprayon Insulation	Per Linear Foot		
Removal - Water Piping		67 2. 2. 3.	
	1" Piping	-	
	2" Piping		
	6" Piping	,	
	Elbow, Valves and Tees		
Reinsulation - Water Piping	Per Linear Foot		
Removal - Steam Piping			
	8" Piping		
	12" Piping		
	Elbow, Valves and Tees		
Reinsulation - Steam Piping	Per Linear Foot	2	
Reinsulation - Spray on Insulation	Per Linear Foot		
Materials	(Provide Itemized List)		
12			
Labor	Per Hour		
ATOTALIA & GEGMIN CIGANEDS CIG		•	
DE SOUNDE STORING SOUNDES OF STORING SOUNDS			

4 of 4

BID SCENARIO NUMBER 1		
O NUMBER 1		8
		S
BID SCENARIO NUMBER 2		S
BID SCENARIO NUMBER 3		W
BID GRAND TOTAL		69
CONTACT PERSON: COMPANY NAME: ADDRESS: CONTACT CONTACT PERSON: (Signature)	PHONE:	

WV-75 Created 07/18/12



### 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 Itom, 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 bld 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).

### BID BOND PREPARATION INSTRUCTIONS

(A)

(C) (D)

(E) (F)

(G)

(H)

(1)

(J) (K)

(L)

(M)

(N)

(O)

(P)

(Q) (R)

(S)

(T)

(U) (V)

(W)

NOTE:

			AGENCY	(A)
			RFQ/RFPII	(B)
	p.a.p.	1		
WW State Acanan	BIO BO KNOW ALL MEN BY THESE		hat we the under	cianed
WV State Agency (Stated on Page 1 "Spending Unit")	(C) of (	nescivis, i	(R)	signed,
	as Principal, and(F)	of	(C)	
Request for Quotation Number (upper right corner of page #1)	(H) , a corporation	organized and	existing under th	e laws
Your Company Name	of the State of (I) with	its principal of	Tice in the City of	c mms
City, Location of your Company	(J) as Surety, are	held and firm	ly bound unto The	e State
State, Location of your Company	of West Virginia, as Obligee, in the penal	sum of	((()	o ottito
Surety Corporate Name	(\$) for the payment	ent of which, y	yell and truly to b	e made.
City, Location of Surety	we jointly and severally bind ourselves, o			
State, Location of Surety	successors and assigns.			
State of Surety Incorporation	The Condition of the above oblig	eation is such	that whereas the F	rincipal
City of Surety Incorporation	has submitted to the Purchasing Section of	of the Departin	ent of Administra	tion '
Minimum amount of acceptable bid	a certain bid or proposal, attached hereto	and made a pa	rt hereof to enter	into a
bond is 5% of total bid. You may state	contract in writing for			
"5% of bid" or a specific amount on	(M)	80		
this line in words.				
Amount of bond in figures				
Brief Description of scope of work	NOW THEREFORE.			
Day of the month	<ul><li>(a) If said bid shall be rejected,</li></ul>		er er nun open no den o	
Month	<ul><li>(b) If said bid shall be accepted</li></ul>	and the Princ	ipal shall enter int	lo a
Year	contract in accordance with the bid or pro-	oposal attached	I hereto and shall	furnish
Name of Corporation	any other bonds and insurance required b	y the bid or pr	oposal, and shall	in all
Raised Corporate Seal of Principal	other respects perform the agreement cre	ated by the acc	ceptance of said o	ia men sinda 6.4
Signature of President or Vice	this obligation shall be null and void, oth force and effect. It is expressly understo	etwise this on	that the lightlity of	atti or tun Aftha
President	Surety for any and all claims hereunder s	hall in no eve	ent exceed the nei	n the
Title of person signing Raised Corporate Seal of Surety	amount of this obligation as herein stated		ant, exceed the per	1111
Corporate Name of Surety	The Surety for value received,	hereby stipula	tes and agrees tha	t the
Signature of Attorney in Fact of the	obligations of said Surety and its bond sl	hall be in no sy	av impaired or af	fected by
Surety	any extension of time within which the (	Obligee may ag	ccept such bid: an	d said
Dated, Power of Attorney with Raised	Surety does hereby waive notice of any	such extension	i.	
Surety Seal must accompany this bid	IN WITNESS WHEREOF, Prin	ncipal and Sur	ety haye hereunto	set their
bond.	hands and seals, and such of them as are	corporations l	have caused their	corporate
Contain	seals to be affixed hereto and these prese	ents to be signe	ed by their proper	officers,
	this (N) day of (O)	, 20(	(P)	
	Principal Corporate Seal		(Q)	
			(Name of Principa	
	(R)	Ву	(S)	
			(Must be Presiden	t or
			Vice President)	
			(T)	
			Title	
	(U)			
	Surety Corporate Seal	-	(V)	
			(Name of Surety	7)

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.

(W) Attomey-in-Fact

	Agency REQ.P.O#
В	ID BOND
KNOW ALL MEN BY THESE PRESENTS, That we, th	e undersigned,
	, as Principal, and
	, a corporation organized and existing under the laws of the State 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 ourselve	es, our heirs, administrators, executors, successors and assigns.
	reas the Principal has submitted to the Purchasing Section of the difference and made a part hereof, to enter into a contract in writing for
NOW THEREFORE.	a se
(a) If said bid shall be rejected, or	
agreement created by the acceptance of said bid, then this obliforce and effect. It is expressly understood and agreed that the exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipulates a	d by the bid or proposal, and shall in all other respects perform the gation shall be null and void, otherwise this obligation shall remain in full liability of the Surety for any and all claims hereunder shall, in no event, and agrees that the obligations of said Surety and its bond shall be in no nich the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have h	nereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and the	nese 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)
	(7.11.)
ž.	(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.



# 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 <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
(Company Name)
Ву:
Title:
Date:
Taken, subscribed and sworn to before me this day of
By Commission expires
(Seal)
(Notary Public)
THIS AFEIDAVIT MUST BE SUBMITTED WITH THE RID IN ORDER TO

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.

Rev March 2009

REQ No. ABATMNT12
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### 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 exceed 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:		-0.0
Authorized Signature:	Date:	-01
State of		
County of, to-wit:		
Taken, subscribed, and sworn to before me this d		
My Commission expires	20	
AFFIX SEAL HERE	NOTARY PUBLIC	

### 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.: ABATMNT12

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.

			0/30 g g				*1 *** #
		Numbers Received:					
(Check th	e bo	ox next to each addend	um receive	ed)			
[	]	Addendum No. 1	[	]		Addendum No. 6	
Ţ	]	Addendum No. 2	]	]		Addendum No. 7	
1	]	Addendum No. 3	1	]		Addendum No. 8	
1	]	Addendum No. 4	1	)		Addendum No. 9	
ſ	j	Addendum No. 5	[	]		Addendum No. 10	
further un discussion	ders hel	stand that any verbal re Id between Vendor's re	epresentatio epresentati	on i ves	na ar	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.	
			-			Company	
						Authorized Signature	
			-			Date	

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

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# ATLANTIC PLANT SERVICES 525 - 28TH STREE

HUNTINGTON, WV 25702

UNIT PRICES PRICING PAGES

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9.00 in 17 50 8.50 13.00 Category 1: Abatement of 1-260 linear feet of pipe lagging 12.75 S S 11.00 S Sub-calegory Sub-category Unit Price Unit Price

Category 2: Abatment of more than 260 linear feet of pipe lagging 6.90 \$ 6.24 - |\$ 6.24 - |\$ 6.24 - |\$ 6.90 - |\$ 6.90 -13.40 s 8.70 7.75 S 7.75 S 7.24 v Sub-category Sub-category Unit Price Unit Price

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

3.44 s 2.68 s 5.70 . . s 2.58 というながらできます。 29 3.03 3.06 3 \$ 1.92 -2.00 Sub-category Sub-category Unit Price Unit Price

Category 4: Abatement of materials, more than 260 square feet 家员作员以为政策的制度的影响和影響的影響的影響。

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Category 6: Bridging/penetrating encapsulation, 1-260 sq ft 2 09 Sub-category **Unit Price** 

Category 7: Bridging/penetrating encapsulation, more than 260 sq ft 180 Sub-category Unit Price

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

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Category 15: HVAC Supply/Return Ductwork, 1-260 square feet, Type 3 THE PERSON NAMED IN COLUMN Sub-category Unit Price

Category 16: HVAC Supply/Return Ductwork, more than 260 square feet, Type 3 Sub-category Unit Price

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

Unit Price

Category 18: HVAC Supply/Return Ductwork, more than 260 square feet, Type 4 1.56 Sub-category Unit Price

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

Category 21: Insulation of hollers

Caregory A. Historical Dullers, Lanks and Dreeching, more than 250 Square feet. Type 6		rice \$ 3.20 -  \$ 6.51 -  \$ 6.45 -  \$ 4.00 -  \$ 7.00 -  \$ 6.05 -  \$ 6.57 -  \$ 7.40	・ Data A Data	rice \$ 7.27 -
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Category 22: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 7

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

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

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

Sub-category

Unit Price

Category 27: Linoleum Removal

25.0

Sub-category

4.68 Sub-category Unit Price

Category 26: Contaminated Carpet Removal (10.95的语言) Sub-category Unit Price s 2,413.65 -

UNIT PRICES SUBTOTAL:

ATLANTIC PLANT SERVICES 525 - 28TH STREET UNTINGTON, WV 25702