


Purchase Order	 M MARSHALL UNIVERSITY Direct all inquires regarding this order to: (304)	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	Purchase Order # MUI7ABATEMENT
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TO: Astar Abatement Inc 539 Kanawha 2 Mile Road Charleston WV 25312 FEIN: 550730985 PH: 304-343-5950	Vendor Code: Room #	Ship to: N/A	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN. WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
9/15/2016	17	VT		Dest	N30	

		<p><u>CONTRACT ACCEPTANCE</u></p> <p>On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Astar Abatement, Inc.</u></p> <p>signed by <u>Gregory Pauley</u></p> <p>Title <u>VP of Operations</u></p> <p>on <u>07/18/2016</u></p> <p>Approved as to sufficiency of form and manner of execution this ____ day of _____, 2014.</p> <p style="text-align: center;"><u>N/A</u> Attorney General of the State of West Virginia</p> <p>By: _____ Chief Counsel</p> <p>ASBESTOS ABATEMENT CONTRACT Effective September 15, 2016 to September 14, 2017 with four (4) one-year optional annual renewals..</p> <p style="text-align: center;">THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p>	
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Line No.	Fund	Org.	Account	Encumber Amount		
1.						Total: Open-end
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature 9-16-16 Date
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SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, supplies and transportation necessary to provide miscellaneous Asbestos Removal, Demolition Services and Site Restoration, as requested by the University.

All work shall comply with all State, Local, and Federal governing laws and regulations, Industry codes and standards and specifications, and all contract provisions herein referenced.

This Work will be authorized by approved Purchase Orders for the life of the contract

INFORMATION

State of WV websites of interest are:

<http://www.legis.state.wv.us/wvcode/Code.cfm?chap=16&art=32>

<https://www.wvdhhr.org/rtia/pdf/asbestoslaw.pdf>

<http://www.wvdhhr.org/rtia/pdf/rule.pdf>

PAYMENT TERMS

Upon completion of work, and before final payment, contractor shall deliver a Project Manual that includes all applicable compliance documentation, clearly describing work completed, and other items as outlined in the RFB specifications. Project manual shall be delivered to the designated employee of the Marshall University Department of Environmental Safety & Health prior to final payment.

RFB contract terms, conditions and provisions are incorporated by reference.

Final payment shall be made upon final completion of all requirements as specified in contract documents. Monthly payments will be allowed based on work completed according to a pre-submitted and approved schedule of values. Ten percent (10%) retainage will be held until final payment is approved.

Pricing shall be based on normal working conditions and estimated quantities based on unit prices in categories specified herein.

MU17ABATEMENT

Item #	Description	Unit Cost
GENERAL SERVICES - Abatement		
#1-1	Mobilization on projects involving less than 260 square or 160 linear feet of asbestos containing material	\$ 1,200.00
#1-2	Mobilization on projects involving greater than 260 square feet or 160 linear of asbestos containing material	\$ 1,500.00
#1-3	Disposal of Asbestos Waste in Landfill	\$ 78.00
#1-4	Set of Air Clearances	\$ 475.00
Removal of Thermal System Insulation - CONTAINMENT		
#2-1	Remove insulation from boilers and stacks	\$ 6.25
#2-2	Remove ductwork insulation	\$ 4.60
#2-3	Remove insulation on storage tanks	\$ 4.90
#2-4	Piping Insulation up to 6 inches in diameter (D-F) - Remove insulation from straight-run of pipe	\$ 8.00
#2-5	Piping Insulation up to 6 inches in diameter (D-F) - Remove insulation from fittings	\$ 11.05
#2-6	Piping Insulation up to 6 inches in diameter (D-F) - Remove metal jacket on pipe	\$ 3.25
#2-7	Piping Insulation greater than 6 inches and up to 12 inches in diameter (G-I) - Remove insulation from straight-run of pipe	\$ 14.30
#2-8	Piping Insulation greater than 6 inches and up to 12 inches in diameter (G-I) - Remove insulation from fittings	\$ 18.00
#2-9	Piping Insulation greater than 6 inches and up to 12 inches in diameter (G-I) - Remove metal jacket on pipe	\$ 6.00
#2-10	Piping Insulation greater than 12 inches in diameter (J-K) - Remove insulation from fittings or straight-runs	\$ 20.88
#2-11	Piping Insulation greater than 12 inches in diameter (J-K) - Remove metal jacket on pipe	\$ 8.00
Removal of Thermal System Insulation - GLOVEBAG		
#3-1	Piping Insulation up to 6 inches in diameter (A-B): Remove insulation from straight-run of pipe	\$ 12.75
#3-2	Piping Insulation up to 6 inches in diameter (A-B): Remove insulation from fitting	\$ 13.75
#3-3	Piping Insulation greater than 6 inches up to 12 inches in diameter (C-D): Remove insulation from straight-run pipe	\$ 17.25
#3-4	Piping Insulation greater than 6 inches up to 12 inches in diameter (C-D): Remove insulation from fitting	\$ 18.25
#3-5	Piping insulation greater than 12 inches in diameter (E-F): Remove insulation from fittings or straight-runs	\$ 26.50
#3-6	Piping insulation greater than 12 inches in diameter (E-F): Remove insulation from fitting	\$ 30.50
Removal of Surfacing Materials - CONTAINMENT		
#4-1	Remove spray-on fireproofing on ceilings, walls, beams, etc.	\$ 3.79
#4-2	Remove asbestos-containing/contaminated plaster (ceiling and walls)	\$ 3.84
#4-3	Remove asbestos-containing gypsum drywall ceiling with textured acoustical treatment	\$ 4.85
Removal of Miscellaneous Material - CONTAINMENT		
#5-1	Remove linoleum	\$ 3.12
#5-2	Remove floor tile	\$ 1.80
#5-3	Remove mastics	\$ 1.95
#5-4	Remove floor tile and mastic	\$ 2.25
#5-5	Remove ceiling tiles (glued)	\$ 3.80
#5-6	Remove ceiling tile/ grid system	\$ 1.90
#5-7	Remove ceiling tile and decontaminate grid system	\$ 2.75
#5-8	Remove mechanically fastened interior and exterior asbestos cement panels -Transite type materials (chalk boards, lab tops, panels)	\$ 2.75
#5-9	Remove window caulking/glazing	\$ 8.75
#5-10	Remove fire door	\$ 295.00
#5-11	Decontaminate surfaces utilizing HEPA vacuum and wet cleaning methods - emergency situations	\$ 6.75
#5-12	Remove contaminated carpeting	\$ 1.75
#5-13	Remove built-up roofing	\$ 3.85
#5-14	Remove roofing shingles	\$ 3.25

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Item #	Description	Unit Cost
#5-15	Remove roofing flashing	\$ 3.85
#5-16	Remove roofing felts	\$ 2.75

REPAIRS - Thermal System Insulation

#6-1	Piping Insulation 1 inch to 12 inches in diameter (a-d) - Patch cracks, splits, voids in pipe insulation at pipe hangers	\$ 16.75
#6-2	Piping Insulation 1 inch to 12 inches in diameter (a-d) - Repair holes and install cover on piping	\$ 21.10
#6-3	Piping Insulation 1 inch to 12 inches in diameter (a-d) - Patch holes in pipe, boiler, and duct insulation	\$ 24.00
#6-4	Piping Insulation 1 inch to 12 inches in diameter (a-d) - Patch cracks and splits in pipe lagging	\$ 15.00
#6-5	Piping Insulation greater than 12 inches in diameter (E-I) - Patch cracks, splits, and voids in pipe insulation at pipe hangers	\$ 23.40
#6-6	Piping Insulation greater than 12 inches in diameter (E-I) - Repair holes and install cover on pipe	\$ 32.50
#6-7	Piping Insulation greater than 12 inches in diameter (E-I) - Patch holes in pipe, boiler, and duct insulation	\$ 27.30
#6-8	Piping Insulation greater than 12 inches in diameter (E-I) - Patch cracks and splits in pipe lagging	\$ 25.50
#6-9	Piping Insulation greater than 12 inches in diameter (E-I) - Seal exposed ends of pipe, pipe insulation at fittings, elbows, and walls	\$ 38.00

REPAIRS - SURFACING AND Miscellaneous Materials

#7-1	Patch cracks, splits, and voids in surfacing materials	\$ 19.80
#7-2	Patch cracks, splits, and voids in cementitious or other non-friable miscellaneous materials	\$ 21.75
#7-3	Apply one coat of penetrating or bridging encapsulant to asbestos containing surfaces not subject to removal	\$ 3.25

REPLACE INSULATION - Pipe up to 3 inches diameter - Type 1 (A - N)

#8-1	Straight run, ½" Thick Insulation	\$ 5.40
#8-2	Straight run, 1" Thick Insulation	\$ 6.90
#8-3	Straight run, 1 ½" Thick Insulation	\$ 8.30
#8-4	Straight run, 2" Thick Insulation	\$ 9.85
#8-5	Fitting/Elbow, ½" Thick Insulation	\$ 12.10
#8-6	Fitting/Elbow, 1" Thick Insulation	\$ 15.20
#8-7	Fitting/Elbow, 1 ½" Thick Insulation	\$ 18.90
#8-8	Fitting/Elbow, 2" Thick Insulation	\$ 22.10

REPLACE INSULATION - Pipe up to 3 inches diameter - Type 1 (A - H)

#9-1	Straight run, ½" Thick Insulation	\$ 7.70
#9-2	Straight run, 1" Thick Insulation	\$ 9.40
#9-3	Straight run, 1 ½" Thick Insulation	\$ 13.90
#9-4	Straight run, 2" Thick Insulation	\$ 16.30
#9-5	Fitting/Elbow, ½" Thick Insulation	\$ 18.00
#9-6	Fitting/Elbow, 1" Thick Insulation	\$ 24.00
#9-7	Fitting/Elbow, 1 ½" Thick Insulation	\$ 28.00
#9-8	Fitting/Elbow, 2" Thick Insulation	\$ 32.00

REPLACE INSTALLATION - Pipe up to 3 inches diameter - Type 1 (A - G)

#10-1	Straight run, 1" Thick Insulation	\$ 28.20
#10-2	Straight run, 1 ½" Thick Insulation	\$ 35.60
#10-3	Straight run, 2" Thick Insulation	\$ 41.10
#10-4	Fitting/Elbow, ½" Thick Insulation	\$ 36.00
#10-5	Fitting/Elbow, 1" Thick Insulation	\$ 44.00
#10-6	Fitting/Elbow, 1 ½" Thick Insulation	\$ 58.00
#10-7	Fitting/Elbow, 2" Thick Insulation	\$ 56.00

REPLACE INSTALLATION - Pipe up to 3 inches diameter - Type 2 (A - H)

#11-1	Straight run, ½" Thick Insulation	\$ 6.80
#11-2	Straight run, 1" Thick Insulation	\$ 8.70
#11-3	Straight run, 1 ½" Thick Insulation	\$ 10.45
#11-4	Straight run, 2" Thick Insulation	\$ 14.60
#11-5	Fitting/Elbow, ½" Thick Insulation	\$ 38.00

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Item #	Description	Unit Cost
#11-6	Fitting/Elbow, 1" Think Insulation	\$ 48.00
#11-7	Fitting/Elbow, 1½" Think Insulation	\$ 52.00
#11-8	Fitting/Elbow, 2" Think Insulation	\$ 59.00

HVAC Supply or Return Installation

#12-1	HVAC supply or return air duct using Type 3 - 1/2 " thick insulation	\$ 5.80
#12-2	HVAC supply or return air duct using Type 4 - 1 1/2"insulation	\$ 7.25
#12-3	Install embossed or dimpled, 0.016 inch thick, aluminum jacket This applies to exposed round or square ducts that require type 3 or type 4 insulation.	\$ 10.45

INSTALLATION of Boilers, Tanks, Breeching, and the like using Type 6 Installation 3LB**Fiberglass with ASJ or FSK Finish**

#13-1	1" Shell Surface	\$ 5.70
#13-2	1 1/2" Shell Surface	\$ 6.90
#13-3	2" Shell Surface	\$ 8.80
#13-4	1" Bottom & Horizontal Heads	\$ 22.00
#13-5	1 1/2" Bottom & Horizontal Heads	\$ 26.00
#13-6	2" Bottom & Horizontal Heads	\$ 31.00
#13-7	1" Top Heads	\$ 19.00
#13-8	1 1/2" Top Heads	\$ 23.00
#13-9	2" Top Heads	\$ 28.00

INSTALLATION of Boilers, Tanks, Breeching, and the like using Type 7 CAL-SIL-Canvas or**Metal Finish**

#14-1	1" Shell Surface	\$ 8.80
#14-2	1 1/2" Shell Surface	\$ 9.90
#14-3	2" Shell Surface	\$ 12.40
#14-4	1" Bottom & Horizontal Heads	\$ 23.00
#14-5	1 1/2" Bottom & Horizontal Heads	\$ 26.20
#14-6	2" Bottom & Horizontal Heads	\$ 29.65
#14-7	1" Top Heads	\$ 23.20
#14-8	1 1/2" Top Heads	\$ 27.10
#14-9	2" Top Heads	\$ 29.80

CEMENTITIOUS FIREPROOFING on Support Steel Beams and Floor Decking

#15-1	1" thick Fireproofing "Monokote" or equal	\$ 3.83
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DEMOLITION SERVICES

#16-1	Disposal of Construction Debris Waste in Landfill	\$ 13.00
#16-2	Municipal Solid Waste	\$ 18.00
#16-3	Demolition Only	\$ 0.17
#16-4	Basement Demolition	\$ 0.59
#16-5	Compaction Fill Dirt & Finish Grade	\$ 0.89
#16-6	Removal of Trees - 1" to 17" Diameter	\$ 1,500.00
#16-7	Removal of Trees - 18" and larger Diameter	\$ 2,800.00
#16-8	Stump Grinding	\$ 900.00

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on **September 15, 2016** and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

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

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

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

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for delivery.


FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

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

The contract is for mandatory use at Marshall University and is available on an optional basis for use by all other higher education institutions in West Virginia, including WVNET and the higher education central office.

MU17ABATEMENT ADDENDUM NO. 2

Request for Bids		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820</p>		Bid# MU17ABATEMENT Addendum #2		
Vendor:		Phone:		For information contact:		
FEIN/SSN:		Fax:		Buyer: Virginia M. Campbell-Turner Phone: (304)696-2820 Email: campbell@marshall.edu and purchasing@marshall.edu		
<p>Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.</p>						
DATE 07/10/2016		DELIVERY REQUIREMENTS		DEPARTMENT REQUISITION NO.		
				PROPOSALS OPEN: 3:00 PM on July 19, 2016		
Item #	Quantity	Description			Unit Price	Extended Price
		<p align="center"><u>ADDENDUM NO. 2</u></p> <p>Project Name: Asbestos Abatement</p> <p>The purpose of this addendum is as follows: (1) To change the Bid Opening Date (2) To replace Attachment B in Addendum 1 with new specifications for Demolition.</p> <p>Bid Time and Date Now Reads: 3:00 PM on July 12, 2016 Change to Read: 3:00 PM on July 19, 2016</p> <p>Replace Attachment B in Addendum 1 with the following attachment named "Demolition Specifications".</p> <p><i>Addenda must be signed and submitted with your bid documents. Non-submittal of addenda may be cause for rejection of bid.</i></p>				
					Total	


To the Purchasing Department,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days
 FOB _____ After receipt of order at address shown
 Terms _____

BOG 43

Bidder's name Vendor Astar Abatement, Inc.
 Signed By *Gregory Pauley*
 Typed Name Gregory Pauley
 Title Vice President of Operations
 Street Address 539 Kanawha 2 Mile Road
 City/State/Zip Charleston, WV 25312
 Date 7/19/2016 Phone 304-343-5980
 Fein 55-0730985

gpauley@astarabatement.com

Request for Bids		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820		Bid# MU17ABATEMENT Addendum #1		
Vendor:		For information contact:				
		Phone:		Buyer: Virginia M. Campbell-Turner Phone: (304)696-2820 Email: campbell@marshall.edu and purchasing@marshall.edu		
FEIN/SSN:		Fax:				
<p>Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.</p>						
DATE 07/05/2016		DELIVERY REQUIREMENTS		DEPARTMENT REQUISITION NO.		
				PROPOSALS OPEN: 3:00 PM on July 12, 2016		
Item #	Quantity	Description			Unit Price	Extended Price
		<u>ADDENDUM NO. 1</u>				
		Project Name: Asbestos Abatement				
		Proposal Time and Date: 3:00 PM on July 12, 2016				
		The purpose of this addendum is to modify and/or clarify the project specifications as follows:				
		<ol style="list-style-type: none"> 1. To respond to vendors' questions. 2. To insert Attachment A - 2013 – 2015 Expenditures 3. To insert Attachment B - Specifications for (1) Placement and Compaction, and (2) Demolition. 				
		The addendum must be signed and submitted with your bid documents. Non-submittal of addendum may be cause for rejection of bid.				
Total						

To the Purchasing Department,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____

within _____ days

FOB _____ After receipt of order at address shown

Terms _____

Bidder's name Vendor Astar Abatement, Inc.

Signed By _____

Typed Name Gregory Pauley

Title Vice President of Operations

Street Address 539 Kanawha 2 Mile Road


City/State/Zip Charleston, WV 2530

Date 7-18-2016

Phone 304-343-8980

Fein 85-0730985

BOG 43

Request for Bids		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820		Bid # MU17ABATEMENT	
Vendor:		Phone:		For information call: 304-696-2820	
FEIN/SSN:		Fax:		Purchasing Contact: Virginia Campbell-Turner	
				Phone: (304) 696-2820	
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED BONFIRE, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE 06/24/2016		DELIVERY IS REQUIRED NO LATER THAN		DEPARTMENT REQUISITION NO.	
				BIDS OPEN: 3:00 pm on 7/12/2016	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
		REQUEST FOR BIDS Marshall University will accept sealed bids for an Open-end Contract for Asbestos Abatement until 3:00 p.m. on 7/12/2016. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building. Bidders may obtain a copy of public bids at: http://www.marshall.edu/purchasing/resources/bids-and-proposals/			
				Total	

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

Bidder's name Vendor Aslan Abatement, Inc.
 Signed By *Gregory Pauley*
 Typed Name Gregory Pauley
 Title Vice President of Operations
 Street Address 530 Kanawha 2 Mile Road
 City/State/Zip Charleston, WV 25312
 Date 7-18-2016 Phone 304-363-5850
 Fein 55-0730985

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ATTACHMENT A

ATTACHMENT B

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: Astar Abatement, Inc.

Authorized Signature: [Signature] Date: 7/7/16

State of West Virginia

County of Kanawha, to-wit:

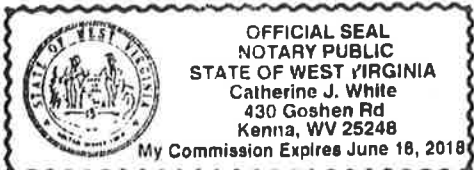
Taken, subscribed, and sworn to before me this 7th day of July, 2016.

My Commission expires June 18, 2018, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Catherine J. White

Purchasing Affidavit (Revised 08/01/2015)



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: **WV022387**

Classification:
ASBESTOS REMOVAL

**ASTAR ABATEMENT INC
DBA ASTAR ABATEMENT INC
PO BOX 13533
SISSONVILLE, WV 25360**

Date Issued


FEBRUARY 10, 2016

Expiration Date

FEBRUARY 10, 2017



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Charleston WV 25301		CONTACT NAME: Kathryn Arthur PHONE (A/C, No. Ext): (304) 720-2000 FAX (A/C, No.): (304) 720-2002 E-MAIL ADDRESS: karthur@mountainstateinsurance.com															
INSURED Astar, Inc. Astar Abatement, Inc. PO Box 13533 Charleston WV 25360		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Surplus Lines Ins Co</td> <td>10172</td> </tr> <tr> <td>INSURER B: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C: BrickStreet Mutual Ins Co</td> <td>12372</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Surplus Lines Ins Co	10172	INSURER B: Ace American Insurance Company	22667	INSURER C: BrickStreet Mutual Ins Co	12372	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16/17 EnviroWCAutoProf **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		G24374427 004	3/16/2016	3/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Contractors Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			H08455156 004	3/16/2016	3/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G24374440 004	3/16/2016	3/16/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1019681 WV Broad Form	6/30/16	6/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability & Pollution			G24374427 004	3/16/2016	3/16/2017	Included in GL Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REFERENCE: MU17ABATEMENT

Marshall University is Additional Insured under the General Liability for work performed by the Named Insured under written contract .

CERTIFICATE HOLDER**CANCELLATION**

Marshall University
One John Marshall Drive
Huntington, WV 25755-4100

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathryn Arthur/KATHY 

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Named Insured Astar Abatement, Inc.; Astar, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24374427 004	Policy Period 03/16/2016 to 03/16/2017	Effective Date of Endorsement 03/16/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.**



Named Insured Astar Abatement, Inc.; Astar, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24374427 004	Policy Period 03/16/2016 to 03/16/2017	Effective Date of Endorsement 03/16/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

Policy Number: WCB1019681

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 A

(Ed. 6-15)

WEST VIRGINIA BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because West Virginia is shown in Item 3.A. of the Information Page.

Item 1. of Section F. Payments You Must Make of Part One (Workers Compensation Insurance) of the policy is replaced by:

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

- 1. of your serious and willful misconduct, or arising out of West Virginia Annotated Code §23-4-2.

Exclusion 5. of Section C. Exclusions of Part Two (Employers Liability Insurance) of the policy is replaced by:

C. Exclusions

This insurance does not cover:

- 5. Bodily injury caused by your intentional, malicious or deliberate act, whether or not the act was intended to cause injury to the employee injured, or whether or not you had actual knowledge that an injury was certain to occur, or any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(A).

However, this exclusion does not apply to any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(B).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by _____

WC 99 03 04 A
(Ed. 6-15)

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