



NELSON COUNTY, VIRGINIA

INVITATION FOR SEALED BIDS
IFB# 2014-MMRC

ISSUED FEBRUARY 6, 2014 & DUE AT 2PM EST FEBRUARY 20, 2014
NELSON COUNTY BOARD OF SUPERVISORS

**Asbestos Abatement and Demolition of the former
Massies Mill Recreation Center**

ADVERTISEMENT FOR SEALED BIDS
IFB #2014-MMRC

**Asbestos Abatement and Demolition of the former Massies Mill Recreation Center
Nelson County, Virginia**

Sealed Bids on the referenced project will be received in the office of the Nelson County Board of Supervisors 84 Courthouse Square, P.O. Box 336, Lovingston, VA 22949 until **2:00 PM, local prevailing time, February 20, 2014** and then publicly opened thereafter.

Bids may be withdrawn in accordance with the Code of Virginia §2.2-4330(a) Procedure (1). The Nelson County Board of Supervisors reserves the right to reject any and all bids in whole or in part, waive any and all informalities, and disregard all nonconforming or conditional bids or counterproposals.

The project generally includes: Asbestos abatement and demolition of the former Massies Mill Recreation Center at 961 Tan Yard Road, Roseland, Virginia 22967; inclusive of final site grading, seeding, and stabilization of the demolition area.

On February 6, 2014 and thereafter, bidding documents may be examined at the office of the Nelson County Administrator 84 Courthouse Square, Lovingston, VA 22949 and the Building Inspections Office, 80 Front Street, Lovingston VA, 22949. Bidding documents may be obtained from the Nelson County Administrator's Office and may be picked up, received by mail or freight, or emailed electronically upon request. To request bid documents, call (434) 263-7000 or email: sturner@nelsoncounty.org and cmcgarry@nelsoncounty.org.

A **mandatory** pre-bid conference will be held on **February 12, 2014 at 1:30 PM** in Room 420, the Board of Supervisors Room of the Courthouse in Lovingston, VA 22949. A site visit will follow. **Bids received from Contractors who did not attend the pre-bid conference will be returned unopened.**

Bids shall be accompanied by a certified check, cash or an acceptable bid bond in the amount of five (5) percent of the base bid for all bids over \$100,000.

Bidders must be licensed contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia as amended; and meet requirements of Title 2.2, Chapter 43, Paragraph 2.2-4311, Employment Discrimination Prohibitions, Paragraph 2.2-4312, Drug Free Workplace, and 2.2-4311.1 Compliance with State and Local Immigration Laws.

The contract will be awarded on a lump sum base bid to the lowest responsive and responsible bidder. The Nelson County Board of Supervisors reserves the right to award the contract in whole or in part. Nelson County is an Equal Opportunity Employer.

Questions shall be referred in writing to Paul Truslow or David Thompson, P.O. Box 558, Lovingston, VA 22949 telephone: (434) 263-7080, fax: (434) 263-7086; email ptruslow@nelsoncounty.org and dthompson@nelsoncounty.org.

By Authority of the Nelson County Board of Supervisors

INSTRUCTIONS TO BIDDERS – IFB#2014-MMRC

1. **GENERAL:** To be valid for consideration, bids must be completed and submitted in accordance with these Instructions to Bidders.
2. Bidding documents will be provided as indicated in the Advertisement for Bids.
3. **QUALIFICATION OF BIDDERS:** Each bidder must submit written evidence of his qualifications for the project including financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the project is located (Nelson County Business License). This includes being licensed in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11, Code of Virginia as amended. **See Bidder's Qualification Statement form provided herein.**
4. **EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1. Before submitting bids, each bidder must examine bid documents thoroughly; familiarize himself with Federal, State and Local laws, ordinances, rules, and regulations affecting the work; and correlate his observations with requirements of the bid documents.
 - 4.2. Bidders are requested and expected to visit the site(s) of the project(s) to alert themselves to local and special conditions which may be encountered during construction of the project such as: labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the work in accordance with contract documents.
5. **MANDATORY PRE-BID CONFERENCE:**
 - 5.1. A mandatory Pre-bid Conference will be held on **February 12, 2014 at 1:30 PM** in Room 420, the Board of Supervisors Room of the Courthouse in Lovingston, VA 22949 and a site visit of the former Massies Mill Recreation Center will follow. Questions shall be referred in writing to Paul Truslow or David Thompson, P.O. Box 558, Lovingston, VA 22949 telephone: (434) 263-7080, fax: (434) 263-7086; email ptruslow@nelsoncounty.org or dthompson@nelsoncounty.org. **Bids received from Contractors who did not attend the pre-bid conference will be returned unopened.**
6. **INTERPRETATIONS:**
 - 6.1. No oral interpretations of the bid documents will be made to any bidder. To be given consideration, requests for interpretations must be received in time to allow preparation of written response at least five (5) days prior to date fixed for receipt of bids. Interpretations will be issued in the form of written addenda to the bid documents and mailed, faxed, or emailed to all parties recorded as having received bid documents, prior to scheduled receipt of bids. Only interpretations by formal written addenda will be binding.
 - 6.2. All communications in regard to interpretations and any other non-technical matters related to this request for bids shall be addressed to the Nelson County Administrator's Office at P.O. Box 336, Lovingston, VA 22949, 434-263-7000 (ph) or 434-263-7004 (fax).

7. BID SUBMISSION:

- 7.1. Submit bids using forms furnished by the Nelson County Board of Supervisors and fill in all blank spaces on the form.

Forms to be submitted include:

1. Bid Form
 2. Substitute Equipment or Materials Form
 3. Non-Employment Discrimination Certification Form
 4. Compliance with Federal, State, and Local Laws and Federal Immigration Law Certification Form
 5. Drug Free Workplace Certification Form
 6. Non-Debarment Certification Form
 7. Bid Bond Form (if alternate form of security is NOT used) **5% of base bid is required.**
 8. Bidders Qualification Statement Form.
- 7.2. Repeat notation "Contractor's current Virginia license No. _____ and current Nelson County Business License No. _____" on the outside of inner envelope containing bid and bid security if applicable, and place this envelope within another envelope addressed:

7.2.1. Nelson County Board of Supervisors **IFB #2014-MMRC Massies Mill Recreation Center Building Demolition** P.O. Box 336, Lovingston, VA 22949.

- 7.3. THE INNER ENVELOPE SHALL HAVE NOTED THEREON:

6.2.1 **IFB# 2014-MMRC Massies Mill Recreation Center Demolition**

- 6.3 Contractor's work papers are the original work papers, documents, and materials used in the preparation of the bid as referred to in §2.2-4330 of the Code of Virginia. Contractor's work papers shall be submitted in a second sealed envelope with the notation "Contractor's Work Papers for **IFB #2014-MMRC Massies Mill Recreation Center Demolition** on the outside of the envelope. Contractor's work papers shall be submitted in person or by mail at the place indicated in Advertisement for Bids prior to the time and date of the bid opening.

- 6.4 **BID SECURITY SHALL BE PROVIDED AS STATED IN ADVERTISEMENT FOR BIDS.**

- 6.5 **RECEIPT DEADLINE FOR BIDS WILL BE AS STATED IN THE ADVERTISEMENT FOR BIDS.**

- 6.5.1 No bidder shall withdraw, modify, or cancel any part of his bid for the number of days stated on the bid form following this date and time except as provided by code of Virginia Section 2.2-4330(a) Procedure (1).

- 6.6 **BIDS WILL BE OPENED PUBLICLY AND READ OUT LOUD.**

6.7 **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 6.7.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the receipt of bids.

6.7.2 Withdrawal of Bids After Date of Submission: In accordance with Code of Virginia Section 2.2-4330 (a) Procedure (1) the bidder shall give notice in writing of his claim of right to withdraw his bid within 2 business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. In either instance, such work papers may be considered as trade secrets or proprietary information subject to conditions of Subsection F of §2.2-4342. Failure to submit Contractor's work papers will be considered as a waiver of any right of withdrawal of bids after the date for submission.

8. AGREEMENT AND BONDS SHALL BE DRAWN ON FORMS INCLUDED WITH THIS DOCUMENT.

- 8.1. Bonds shall be with a surety company acceptable to the owner, with bid bonds required in the amount of five (5) percent of the base bid for bids exceeding \$100,000.
- 8.2. In lieu of a bid bond, a bidder may furnish a certified check or cash in the face amount required for the bond.
- 8.3. A pay and performance bond will be required in the amount of one-hundred (100) percent of the bid upon award of the contract if over \$500,000.

9. AWARD OF CONTRACT:

- 9.1. The award of the contract will be to the responsive and responsible bidder submitting the lowest base bid whose qualifications indicate the award will be in the best interest of the Nelson County Board of Supervisors and whose bid meets the prescribed requirements.
- 9.2. In accordance with the Code of Virginia §2.2-4328, in the case of a tie bid, preference will be given to local providers of goods, services and or firms or companies whose principal place of business is within Nelson County if such choice is available; otherwise a tie-bid will be determined by lot unless provisions of §2.2-4324 apply.
- 9.3. The owner reserves the right to reject any and all bids in whole or in part, waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals.
- 9.4. A performance bond and a labor and material payment bond will be required in the amount of one-hundred (100) percent of awarded contract over \$500,000.
- 9.5. In lieu of pay and performance bonds, a contractor may furnish a certified check or cash in the face amount required for the bonds.
- 9.6. Submission of post-bid information shall be in accordance with the contract documents.

End of Instructions to Bidders

BID FORM – BIDS DUE BY 2PM EST, FEBRUARY 20, 2014
IFB #2014-MMRC: MASSIES MILL RECREATION CENTER BUILDING DEMOLITION

NELSON COUNTY BOARD OF SUPERVISORS, 84 COURTHOUSE SQUARE, P.O. BOX 336,
LOVINGSTON, VA, 22949

The undersigned, having visited and examined the site(s) and having carefully studied the project documents for **IFB#2014-MMRC, Massies Mill Recreation Center Building Demolition** and hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the project documents and specifications provided by The Owner, dated February 6, 2014 together with Addenda numbered _____, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement:

I. IFB #2014-MMRC Massies Mill Recreation Center Building Demolition:

For the lump sum of _____ dollars

(\$ _____) which shall be referred to hereinafter as the base bid.

The base bid is founded upon furnishing equipment and materials of specified manufacturers. Equipment or materials of other manufacturers are offered as “Substitutes” as shown on the last page of this Bid Form.

- II. *Unit Price per linear foot for the abatement of any unseen concealed asbestos that may be encountered.** _____ dollars
(\$ _____) per linear foot

**Contract will be awarded on base bid only*

It is understood and agreed that the Nelson County Board of Supervisors, in protecting its best interest, reserves the right to:

Reject any and all bids, in whole or in part

Accept any bid at the base bid price, whereupon the contractor shall furnish equipment and materials as specified, or

Accept any bid at the base bid price and, if equipment or materials of substitute manufacturers are offered, to accept any or all of such offered substitutes, which are approved, the contract price being adjusted accordingly.

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this bid and will enter into an agreement for the execution and completion of the work in accordance with the specifications and project documents and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in “Notice to Contractor to Proceed” and prosecute the work and all obligations necessary for completion.

For informational purposes, please submit a proposed project schedule below:

Project Start Date: _____

Project Completion: _____

“SUBSTITUTE” EQUIPMENT OR MATERIALS

IFB #2014-MMRC – MASSIES MILL RECREATION CENTER DEMOLITION:

Equipment or Material Item As Specified	Manufacturer’s name, catalog, or model # of “substitute” offered	Amount: Indicate Add or Deduct
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____
7. _____	_____	\$ _____
8. _____	_____	\$ _____
9. _____	_____	\$ _____
10. _____	_____	\$ _____

The above listed substitute items are hereby guaranteed to perform in all respects the functions of the items of specified manufacturers, and it is fully understood that approval of such items is contingent upon this guarantee.

Contractor’s name: _____ Date: _____

Contractor’s Signature: _____

Current License Number: _____ Code: _____

Return with Bid Form

CODE OF VIRGINIA 2.2-4311

EMPLOYMENT DISCRIMINATION

§ 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.

ALL PUBLIC BODIES SHALL INCLUDE IN EVERY CONTRACT OF MORE THAN \$10,000 THE FOLLOWING PROVISIONS:

1. During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (1982, c. 647, § 11-51; 2000, c. 628; 2001, c. 844.)

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By: _____ (Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

Return with Bid Form

CODE OF VIRGINIA 2.2-4311.1

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL IMMIGRATION LAWS

§ 2.2-4311.1 Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

ALL PUBLIC BODIES SHALL INCLUDE IN EVERY CONTRACT OF MORE THAN \$10,000 THE FOLLOWING PROVISIONS:

3. During the performance of this contract, the contractor agrees as follows:

A. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By:

(Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

Return with Bid Form

CODE OF VIRGINIA

2.2-4312 DRUG-FREE WORKPLACE

§ 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (2000, c. 417, § 11-51.1; 2001, c. 844.)

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By: _____ (Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

Return with Bid Form

CODE OF VIRGINIA

§2.2-4321 – CONTRACTOR’S CERTIFICATION OF NON-DEBARMENT

This is to certify that I (we) have not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor am I (we) a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Contractor: _____

Address: _____

By: _____

Signature: _____

Title: _____

Date: _____

Company Seal:

Return with Bid Form

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Nelson County Board of Supervisors (Owner) upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:

Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or

All bids are rejected by Nelson County Board of Supervisors (Owner), or

Nelson County Board of Supervisors (owner) fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Nelson County Board of Supervisors (owner), which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Nelson County Board of Supervisors (owner) and bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer, or proposal as applicable.

Bid Bond page 2 of 2

Return With Bid Form (If Alternate Form of Security is NOT Provided)

BIDDER'S QUALIFICATION STATEMENT

1) Name of Contractor _____

2) Years in Business _____

3) List three (3) recent projects of this nature that you have completed and give the completed cost of each project listed.

4) Have you ever failed to complete work awarded to you? If so, state where and why.

5) Do you plan to sublet any part of this work? If so, give details. List name, address, specialty and years of experience.

6) Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list three such firms, giving firm name, address, telephone number and the name of the project. (List most recent projects)

7) List three material suppliers, including an individual's name and telephone number.

8) List Bank reference. Include an individual's name and telephone number.

9) Bonding reference, name, address and telephone.

10) Are you on any list of debarred contractors maintained by the U.S. Department of Labor, the U.S. Department of Housing and Urban Development or the Virginia Department of Highways?

Yes _____ No _____

11) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the owner, in verification of the recitals comprising this statement of contractor's qualifications.

12) State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of Bidder

- a) The Business is a _____
- b) The address of principal place of business is: _____
- c) Phone number _____
- d) The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

13) Dated at _____ this _____ day of _____ 2010.

By _____

Attest _____

(Seal)

Return with Bid Form

SUMMARY OF THE WORK, SCOPE & SPECIFICATIONS

SUMMARY OF THE WORK:

The project generally includes:

Preparation and completion of a project plan for asbestos abatement and demolition of the former Massies Mill Recreation Center building located at 961 Tan Yard Road, Roseland VA 22967 and asbestos abatement and demolition of the structure upon approval of the plan by the County. The project also includes pumping, removal, and disposal of an underground #2 heating oil tank, final site grading, seeding, and stabilization of the complete demolition area which shall be included in the project plan.

The project includes the following elements:

1. Asbestos abatement inclusive of all required reporting to applicable State and Federal agencies;
2. Obtaining all necessary permits for the demolition project; including, but not limited to, preparation of an Erosion and Sedimentation Control Plan as required by Nelson County Code §9-51-§9-100, application for ESC permit, and ESC management throughout project;
3. Demolition of the former Massies Mill Recreation Center structure in a manner that is protective of the public and environmental health and safety, taking into consideration hazardous substances present in the structure;
4. Separation of hazardous substances as necessary for proper disposal;
5. Pumping, removal, and disposal of underground #2 heating oil tank;
6. Demolition waste removal and disposal; and
7. Site cleanup, grading, seeding and site stabilization.

It is the intent of the County that, upon completion of work, the site will be in a condition that is safe and aesthetically acceptable.

Building and Site Background:

The Massies Mill Recreation Center building was built around 1953 on property identified as Tax Map #55-A 26 and was originally used as an elementary school. The 60 ft x 200 ft one story building is constructed of cinderblock with 1/3 of it sitting atop a basement that houses the boiler room and 2/3 of it sitting atop a crawl space. The building contains 10-12 interior rooms and has a flat roof of wood decking supported by bar joists. See **Attachment A** for GIS map of the site and exterior and interior photographs.

The presence of asbestos had been confirmed by the County's Environmental Consultant, TJJ Environmental Health Consultants, Inc. The contractor will be responsible for abatement of the asbestos prior to demolition of the building in accordance with the specifications provided by TJJ Environmental Health Consultants, Inc. dated January 15, 2014 and labeled as **Attachment B**. See also the County's Environmental Consultant, TJJ Environmental Health Consultants, Inc. Summary Report dated December 30, 2013, PLM Bulk Asbestos & Lead TCLP report dated December 11, 2013 and November 21, 2013 respectively and all labeled as **Attachment C**. No

lead paint abatement is required. An underground storage tank is presently located at the site and is to be pumped, removed, and disposed of in accordance with applicable Department of Environmental Quality regulations. The tank is 17ft long x 10 ft in diameter and held approximately 5,800 gallons of #2 heating oil. Preliminary environmental testing showed there was no oil leakage and the tank may contain five (5) inches of water. *Should there be any discharges of oil into waters identified, corrective actions will be required in accordance with Virginia Administrative Code (VAC) Chapter 3.1 Article 11, Section 62.1-44.34:18 inclusive of reporting of such discharges in accordance with VAC Section 62.1-44.34:19.*

The existing grade around the building is overall very flat. Seeding shall be in accordance with the attached Table 3.32-D Site Specific Seeding Mixtures for Piedmont Area labeled as **Attachment D**.

The property is adjacent to the established Massies Mill Solid Waste Convenience Center and Massies Mill Communications Tower which are to remain undisturbed and intact. Disruption to these areas should be minimized and the work site fenced off to provide for the public's safety.

SCOPE OF SERVICES:

Development and delivery to the County Administrator, within five (5) consecutive work days after being notified of selection, of a written plan for asbestos abatement and demolition of the former Massies Mill Recreation Center structure and grading and stabilization of the demolition footprint; which plan shall include provision for the following requirements as well as any other steps necessary to complete the project;

1. Schedule of building demolition and site stabilization activities inclusive of hazardous material abatement;
2. Completion of the asbestos abatement and demolition, grading and site stabilization project as described in the written plan after approval by the County Administrator;
3. Demolition of the former Massies Mill Recreation Center structure in a manner that is protective of public and environmental health and safety, taking into consideration hazardous substances present in the structure;
4. Submittal of a waste management plan detailing anticipated waste streams, handling, processing and packaging of waste streams, and waste stream disposition. The County shall approve proposed disposal sites;
5. Separation of hazardous substances as necessary for proper disposal;
6. Demolition waste removal and legal disposal at the Region 2000 Solid Waste Authority Regional Landfill at 361 Livestock Road Rustburg, VA 24588, Phone (434) 455-6086, Fax (434) 847-1809. The County will arrange for waste disposal under the County of Nelson's account. **No onsite burning of materials is allowed.**

7. Contractor shall assume ownership of all scrap/salvage materials related to the demolition project. The Contractor shall provide the County with data related to all recycled materials.
8. Disconnection and sealing of the private well and septic system that is present on site;
9. Pumping, removal, and disposal of #2 heating oil tank in accordance with applicable regulations;
10. Contractor shall be responsible to obtain all permits required by law; including, but not limited to, preparation of an Erosion and Sedimentation Control (ESC) Plan as required by Nelson County Code sections §9-51-§9-100., application for ESC permit, and ESC management throughout project;
11. Contractor shall provide supervision, equipment, labor, and supervision of sub-contractors as necessary to complete this scope of services in compliance with law;
12. Contractor shall be responsible to provide all temporary facilities such as portable restrooms, temporary power, temporary water, site fencing, site security etc.;
13. Contractor shall provide safeguards, including warning signs, barricades, fencing, warning lights and other items that are required for the protection of all personnel during demolition and removal operations;
14. Contractor shall prepare and make available, on site, a Health and Safety Plan (HASP) which conforms to current Occupational Safety and Health Standards regulations;
15. Contractor shall maintain site cleanliness to the extent possible including returning adjacent areas to the condition existing prior to building demolition, removing demolition materials systematically from the site during the project, and implementing dust control mitigation measures during demolition;
16. Site cleanup, grading to remove public safety hazards, and stabilization;
17. Upon completion, Contractor shall provide to the County written confirmation of material, quantity, and location of disposed demolition debris, applicable approvals from the Building Inspections Department, and any additional project paperwork as applicable.

SPECIFICATIONS:

1. The property has an underground #2 heating oil storage tank that is to be pumped, removed, and disposed of by the Contractor according to applicable regulations.
2. The building does contain asbestos. A hazardous substance survey has been completed and abatement specifications are provided by TJL Environmental Health Consultants, Inc. dated January 15, 2014 and labeled as Attachment B.
3. Contractor shall take all necessary precautions to insure against damage to the surrounding areas.
4. Demolition and removal of all building and structural improvements on the property to include any and all materials associated with the structure including, but not limited to, in-ground concrete basement walls and slab, steel, concrete, masonry, footings, and any debris remaining on the site.
5. Sealing and permanent disconnection of all private water and sewer utilities in accordance with the building code shall be included. **Power and Telephone services have already been disconnected.**
6. The Contractor shall be responsible for obtaining all required licenses and permits necessary for the performance of the work. **County permit fees will be waived.**
7. Upon completion of the final site grading the complete demolition area is to be seeded and stabilized. Additional fill may be necessary and Contractor is to use stockpiled soils on site first. Seeding shall be in accordance with the attached Table 3.32-D Site Specific Seeding Mixtures for Piedmont Area.

PROPOSED CONTRACT

AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2014, by and between the County of Nelson, Virginia (the "County") and _____
_____ (the "Contractor") provides:

A. Undertaking. The Contractor will furnish materials and perform the work for:

Preparation and completion of a project plan for asbestos abatement and demolition of the former Massies Mill Recreation Center Building located adjacent to Courthouse Square at 63 Court Street in Lovingston, Virginia 22949 upon approval of the plan by the County. The project also includes final site grading, seeding, and stabilization of the complete demolition area.

(the "Work") in accordance with this Agreement, the General Conditions, and the specifications listed in IFB #2014-MMRC, marked as Exhibit 1, all of which are attached hereto and made a part hereof (collectively, the "Contract Documents").

B. Contract Price. The County will pay in consideration of the Work
_____ Dollars (\$ _____) as follows:

- 1. ONE LUMP SUM will be made for the whole contract, upon acceptance by the County, of all Work required hereunder and compliance by the Contractor will all the terms and conditions of this Agreement.
- 2. PARTIAL PAYMENTS IN THE AMOUNT OF 95 PERCENT of the value of the work in place and of the value of the materials suitably stored at the site (less the aggregate of previous payments) will be made at intervals of THIRTY TO FORTY-FIVE DAYS. The value of the work and materials in place or on site shall be as estimated by the Contractor and approved by the County. Upon acceptance by the County of all Work required hereunder, and compliance by the Contractor with all terms and conditions of this Agreement, the amount due the Contractor will be paid.

C. Term. The Contractor will begin the Work by _____ and complete the Work by _____.

D. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

Stephen A. Carter
County Administrator
Post Office Box 336
Lovingson, Virginia 22949

If to the Contractor:

E. Guarantee. The period of warranty pursuant to Paragraph 6 of the General Conditions is NA.

F. Liquidated Damages. Liquidated damages pursuant to Paragraph 10 of the General Conditions shall be \$ 250 per day.

G. Special Provisions. _____

_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF NELSON

By: _____

Its _____

By: _____

Its _____

Approved as to form:

County Attorney

GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.
2. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.
3. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.
4. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.
5. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.
6. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in

force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee. All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such “out-of-pocket” expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination. The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor’s right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor’s control and without Contractor’s fault or negligence.

11. Relationship of Parties. The Contractor’s relationship with the County shall at all time be that of an independent Contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees. Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor, its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement.

16. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance. The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Minimum limits for Contractor liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combines limit or excess umbrella general liability insurance policy. Contractor shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees and complying with the requirements of the laws of the Commonwealth of Virginia.

The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the

requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Faith Based Organizations. The County does not discriminate against faith-based organizations.

23. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any

lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

26. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the County.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

28. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

29. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

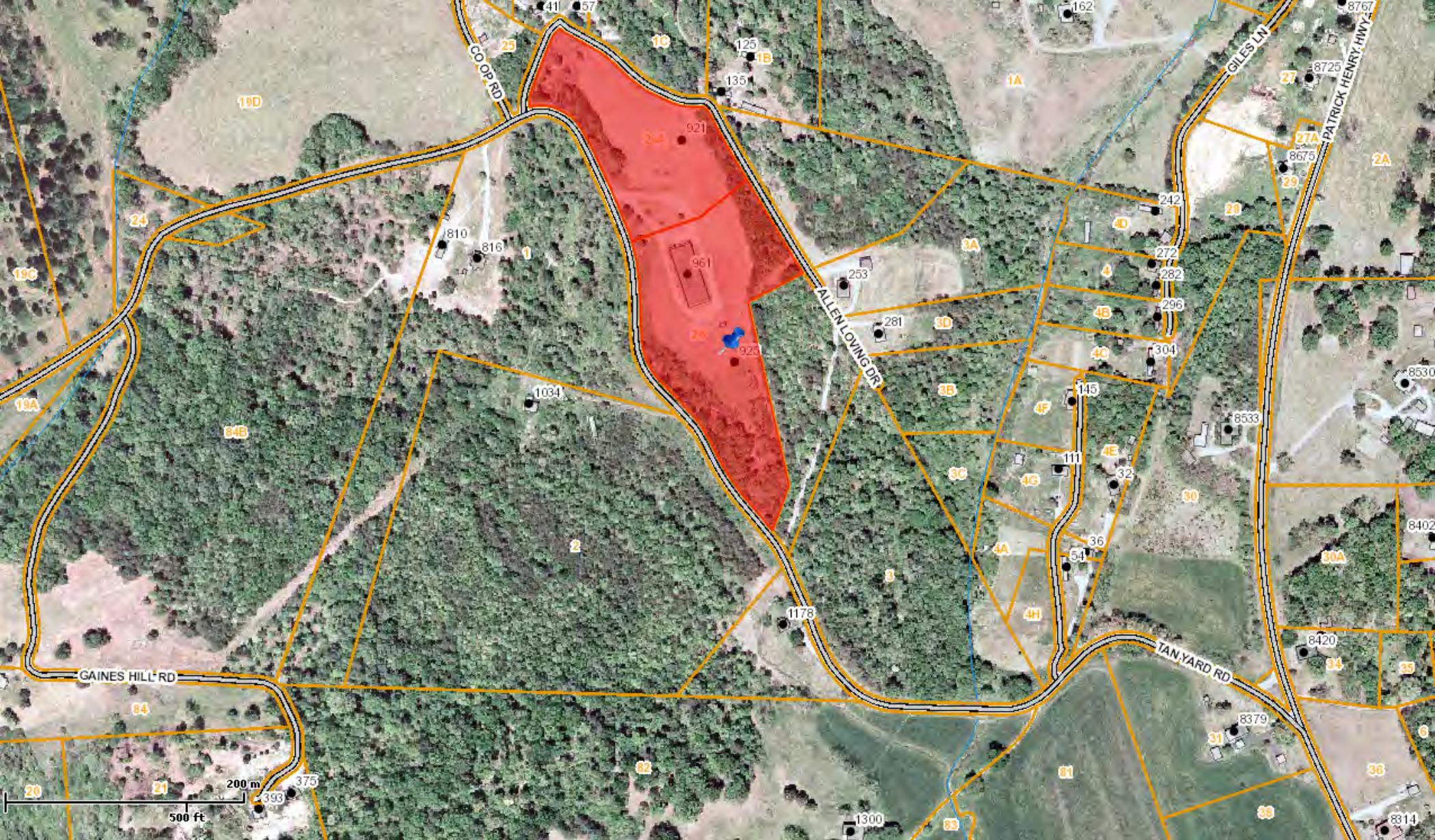
32. Construction Supervision. [] (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

33. Cooperative Procurement. [] (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

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IFB #2014-MMRC

**Asbestos Abatement and Demolition of the former Massies Mill Recreation Center
Nelson County, Virginia**

ATTACHMENT A



ATTACHMENT A



NO DRUGS
OR ALCOHOL
BY ORDER OF THE BOARD



NO
PARKING
AFTER
DARK







11
12/20/07



11
REPAIRS



BRICK CHIMNEY

NO PARKING

VERMONT
161-8821











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**Asbestos Abatement and Demolition of the former Massies Mill Recreation Center
Nelson County, Virginia**

ATTACHMENT B



TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

**The Old Massies Mill School
961 Tan Yard Road
Roseland, Virginia**

**SCOPE OF WORK FOR
ASBESTOS-CONTAINING MATERIALS
ABATEMENT**

January 15, 2014



TJL Environmental Health Consultants, Inc.
 2304 Jefferson Park Avenue
 Charlottesville, VA 22903
 434-977-1409
 tjloving@comcast.net

OLD MASSIES MILL SCHOOL
 SCOPE OF WORK FOR
 ASBESTOS-CONTAINING MATERIALS ABATEMENT

JANUARY 15, 2014

The following asbestos-containing materials (ACM) have been identified by TJL Environmental Health Consultants, Inc.* within this building, in the concentrations, types, conditions, and approximate locations as noted:

<u>ACM</u>	<u>LOCATION(S)</u>	<u>LABORATORY RESULTS</u>	<u>CONDITIONS (Friable** or Non-Friable, Stable or Damaged)</u>
(1) Exterior caulking and glazing compounds	Caulking around window and door frames, glazing around glass panes and related debris on grounds	2% Chrysotile Asbestos	These ACM were non-friable but in poor condition at the time of this inspection, with significant crumbling due to deterioration.
(2) Built-up roofing materials	Entire roof of building	5% Chrysotile Asbestos	These ACM were non-friable and in mostly stable condition, but there was some localized deterioration where roofing materials had fallen into to the building.
(3) Pipe insulation and related debris	Throughout basement boiler room and adjoining crawlspaces	45% Chrysotile Asbestos	These ACM were friable and in very poor condition due to considerable deterioration from lengthy exposure to the elements.
(4) 9"x9" Floor tiles and related mastic	Throughout 1 st floor of this building	2-5% Chrysotile Asbestos (Tiles) 3-5% Chrysotile Asbestos (mastic)	These ACM were non-friable but in very poor condition due to considerable deterioration from lengthy exposure to the elements.

No asbestos was detected within samples of the following materials:

1. **Silver paint on roofing materials (underlying roof felts are ACM however)**
2. **Black roof patching cement (underlying roof felts are ACM however)**
3. **Flue pipe cement at chimney in basement**
4. **Wall and ceiling plaster throughout building**
5. **Drywall and related joint compound where present**
6. **Electrical wiring insulation in basement boiler room**



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Charlottesville, VA 22903
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7. **12"x12" Floor tiles and related mastic in a few areas of first floor (underlying 9"x9" are ACM however)**
8. **1'x1' Acoustic ceiling tiles and related mastic throughout 1st floor**
9. **Concrete block sealer on exterior and interior of building**
10. **2'x4' Lay-in ceiling tiles in some 1st floor classrooms and stored in basement**

***NOTE:** Since there was no actual demolition performed by TJL to allow access behind, beneath, above, etc. exposed building materials, certain inaccessible ACM may not have been identified. TJL has made every possible effort to locate all suspect ACM that were reasonably accessible to the inspector during the survey. The abatement and demolition contractors should be aware that enclosed ACM may not have been identified during this inspection and that if encountered, to cease work until a positive identification of the suspect materials has been made. Also, since only building materials were tested, any equipment, appliances, fixtures or supplies within this building that were not part of its construction, were not examined.

****NOTE:** Friable materials are those that can be reduced to a fine powder by applying normal hand pressure. All friable ACM must be properly removed, packaged and disposed of by a Virginia Licensed Asbestos Contractor using Virginia Licensed Asbestos Workers and Supervisors, prior to demolition of this building. Proper notification must be made to the Virginia Department of Labor and Industry prior to the removal of these ACM. Non-friable ACM can be left in place during demolition provided they are not subjected to sanding, grinding, cutting, abrading or in any way made friable; however, all related construction debris must be properly disposed of as asbestos in a landfill approved to accept EPA NESHAP Category I or II Non-friable asbestos wastes, and all demolition workers must be properly trained, monitored and protected in accordance with the OSHA Asbestos Standard.

The Contractor shall comply with all applicable Federal, State and Local occupational and environmental regulations, guidelines and ordinances during the removal of these ACM. All asbestos-containing waste materials shall be properly packaged, transported and disposed of in accordance with EPA NESHAP and all applicable Local and State requirements.

The Owner's Environmental Consultant will conduct daily evaluations of the environmental air quality, the Contractor's work sites and procedures throughout this ACM removal project, to insure work by the Contractor is not creating adverse environmental contamination or occupational hazards. If such problems are identified by the Owner's Environmental Consultant, the Contractor shall be responsible for all necessary decontamination and/or corrective measures prior to the Contractor's release from the project site. For each containment or phase of abatement, once the Contractor's Site Supervisor is fully satisfied that the asbestos removal is completed, the Owner's Environmental Consultant will conduct a final visual inspection of the worksite. Only



TjL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

after each worksite has passed this visual inspection, passed final air clearance testing of each contained worksite, and all environmental air testing results have been determined to be acceptable, may the Contractor remove any related containments and allow entry by the Owner or other non-asbestos trades workers.

The Contractor shall submit a written ACM removal plan to the Owner's Environmental Consultant for review and approval at least 20 days prior to beginning any ACM abatement. At a minimum, this plan shall include the following:

1. Copies of all applicable training and accreditation records, licenses, etc. for the firm, and supervisors/workers in the firm that will be removing the ACM.
2. A description of the methods, personnel and equipment that will be used to insure that all Environmental and Occupational Standards will be met
3. A description of the methods, personnel and equipment that will be used to insure that the adjoining interior surfaces and exterior grounds will not be contaminated by these ACM or ACM-contaminated building components and wastes.
4. Copy of the applicable credentials and permits for the ACM waste transport and disposal firm(s) that will be used on this project.

No work shall begin until this plan is submitted by the Contractor and approved by the Owner's Environmental Consultant. No payment for this work shall be approved until all ACM abatement has been properly completed, and the results of the related daily inspections, environmental air testing, post-abatement visual inspections, clearance air sample results are satisfactory, and all waste manifests have been signed and turned in to the Owner.

Owner's Environmental Consultant:

TjL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue, Charlottesville, VA 22903
Office and Fax: 434-977-1409
Cell: 434-962-8721
Contact: T. Joel Loving, M.S., C.E.I.
Website: www.tjlenvironmental.com
Virginia State Licenses:

Asbestos Abatement Project Designer #3305-000025
Asbestos Inspector #3303-000057
Asbestos Management Planner #3304-000075
Asbestos Project Monitor #2209-000116

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**Asbestos Abatement and Demolition of the former Massies Mill Recreation Center
Nelson County, Virginia**

ATTACHMENT C



TjL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

ASBESTOS-CONTAINING MATERIALS INSPECTION

*The Old Massie Mill School
County of Nelson*

December 30, 2013



TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

December 30, 2013

Mr. Paul M. Truslow
Maintenance Supervisor
County of Nelson
P.O. Box 336
Lovingson, VA 22949

RE: Asbestos-Containing Materials (ACM) Inspection Report for the Old Massie Mill School in Nelson County, Virginia

Dear Mr. Truslow:

At your request, TJL Environmental Health Consultants, Inc. (TJL) inspected the above referenced structure for the presence of asbestos-containing materials (ACM) on November 19, 2013. In accordance with Virginia Statewide Building Code and EPA NESHAP pre-demolition requirements, all suspect ACM* within this building were sampled by TJL and later tested for asbestos content by a Virginia State-licensed laboratory using polarized light microscopy (PLM).

The ACM identified by this inspection are described below, along with their approximate locations, laboratory PLM results, and current physical conditions.

<u>ACM</u>	<u>LOCATION(S)</u>	<u>LABORATORY RESULTS</u>	<u>CONDITIONS (Friable** or Non-Friable, Stable or Damaged)</u>
(1) Exterior caulking and glazing compounds	Caulking around window and door frames, glazing around glass panes and related debris on grounds	2% Chrysotile Asbestos	These ACM were non-friable but in poor condition at the time of this inspection, with significant crumbling due to deterioration.
(2) Built-up roofing materials	Entire roof of building	5% Chrysotile Asbestos	These ACM were non-friable and in mostly stable condition, but there was some localized deterioration where roofing materials had fallen into to the building.



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(3) Pipe insulation and related debris	Throughout basement boiler room and adjoining crawlspaces	45% Chrysotile Asbestos	These ACM were friable and in very poor condition due to considerable deterioration from lengthy exposure to the elements.
(4) 9"x9" Floor tiles and related mastic	Throughout 1 st floor of this building	2-5% Chrysotile Asbestos (Tiles) 3-5% Chrysotile Asbestos (mastic)	These ACM were non-friable but in very poor condition due to considerable deterioration from lengthy exposure to the elements.

As indicated in the attached laboratory PLM report, no asbestos was detected within samples of the following materials:

1. Silver paint on roofing materials (underlying roof felts are ACM however)
2. Black roof patching cement (underlying roof felts are ACM however)
3. Flue pipe cement at chimney in basement
4. Wall and ceiling plaster throughout building
5. Drywall and related joint compound where present (samples 43-45)
6. Electrical wiring insulation in basement boiler room
7. 12"x12" Floor tiles and related mastic in a few areas of first floor (underlying 9"x9" are ACM however)
8. 1'x1' Acoustic ceiling tiles and related mastic throughout 1st floor
9. Concrete block sealer on exterior and interior of building
10. 2'x4' Lay-in ceiling tiles in some 1st floor classrooms and stored in basement

***NOTE: Since there was no actual demolition performed by TjL to allow access behind, beneath, above, etc. exposed building materials, certain inaccessible ACM may not have been identified. TjL has made every possible effort to locate all suspect ACM that were reasonably accessible to the inspector during the survey. Future maintenance, renovations or demolition contractors should be informed that enclosed ACM may not have been identified during this inspection and that if encountered, to cease work until a positive identification of the suspect materials has been made. Also, since only building materials were tested, any equipment, appliances, fixtures or supplies within this building that were not part of its construction, were not examined.**

****NOTE: Friable materials are those that can be reduced to a fine powder by applying normal hand pressure. Removal of greater than 160 square feet or 260 linear feet of friable ACM must be monitored by a third party Asbestos Project Monitor during all abatement activities. Project monitoring is recommended, but optional if less than these amounts of friable ACM are removed. Non-friable ACM that is in stable condition can be left in place during renovations if not disturbed or made friable. Non-friable ACM can be left in place during demolition provided they are not subjected to sanding, grinding, cutting, abrading or in any way made friable; however, all related construction debris must be properly**



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tjloving@comcast.net

disposed of as asbestos in a landfill approved to accept EPA NESHAP Category I or II Non-friable asbestos wastes, and all demolition workers must be properly trained, monitored and protected in accordance with the OSHA Asbestos Standard.

Please do not hesitate to contact me should you have questions regarding this report, or if I can provide further assistance with environmental health matters on this or future projects. I would be glad to develop either a set of specifications or a scope of work for asbestos abatement contractors to use for bidding purposes once you decide to proceed with demolition pricing. We can also provide asbestos project monitoring once the project is underway. Since there are friable asbestos-containing materials involved with this structure, professional abatement project design and project monitoring are both highly recommended.

Sincerely,

A handwritten signature in black ink that reads "T. Joel Loving". The signature is written in a cursive style with a horizontal line underneath.

T. Joel Loving, M.S., C.E.I.
President
Virginia Asbestos Inspector License #3303-000057

SCHNEIDER LABORATORIES GLOBAL

INCORPORATED

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • (FAX) 804-359-1475

Over 25 Years of Excellence in Service and Technology

LABORATORY ANALYSIS REPORT

Asbestos Identification by EPA Method¹ 600/R-93/116; EPA 600/M4-82-020

ACCOUNT #: 245-13-1337
CUSTOMER: ENVIRONMENTAL HEALTH CONSLTS.
ADDRESS: 2304 JEFFERSON PARK
CHARLOTTESVILLE, VA 22903

DATE COLLECTED:
DATE RECEIVED: 11/20/2013
DATE ANALYZED: 11/26/2013
DATE REPORTED: 12/10/2013

PROJECT NAME: Massie Mill School

JOB LOCATION:

PROJECT NO.:

PO NO.:

SampleType: BULK

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19- 13-1	32084214	Window Glazing		
Layer 1:	Window Glazing Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-2	32084215	Window Glazing		
Layer 1:	Window Glazing Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-3	32084216	Window Glazing		
Layer 1:	Window Glazing Gray, Granular		2% CHRYSOTILE	98% NON FIBROUS MATERIAL
MMS11-19- 13-4	32084217	Window & Door Frame		
Layer 1:	Caulking Gray, Granular		2% CHRYSOTILE	98% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Amended Report 12/10/2013 11:47

Per client, samples 43-45 should read DW & JC

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19-13-5	32084218	Window & Door Frame		
Layer 1:	Caulking			
Not analyzed due to positive stop instructions.				
MMS11-19-13-6	32084219	Window & Door Frame		
Layer 1:	Caulking			
Not analyzed due to positive stop instructions.				
MMS11-19-13-7	32084220	Roof Field Felt		
Layer 1:	Roof Felt Black, Bituminous/Fibrous		5% CHRYSOTILE	25% CELLULOSE FIBER 40% NON FIBROUS MATERIAL 30% SYNTHETIC FIBER
Layer 2:	Paint Silver, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-8	32084221	Roof Field Felt		
Layer 1:	Roof Felt No Paint Found.			
Not analyzed due to positive stop instructions.				
MMS11-19-13-9	32084222	Roof Field Felt		
Layer 1:	Roof Felt No Paint Found.			
Not analyzed due to positive stop instructions.				
MMS11-19-13-10	32084223	Roof Flashing		
Layer 1:	Roof Flashing Black, Bituminous		None Detected	15% CELLULOSE FIBER 75% NON FIBROUS MATERIAL 10% SYNTHETIC FIBER
MMS11-19-13-11	32084224	Pipe Insulation		
Layer 1:	Pipe Insulation Gray, Fibrous		45% CHRYSOTILE	35% CELLULOSE FIBER 20% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19- 13-12	32084225	Flue Pipe Cement		
Layer 1:	Flue Material Gray, Brittle		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-13	32084226	Flue Pipe Cement		
Layer 1:	Flue Material Gray, Brittle		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-14	32084227	Ceiling Plaster In Basement		
Layer 1:	Ceiling Plaster Tan, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-15	32084228	Ceiling Plaster In Basement		
Layer 1:	Ceiling Plaster Tan, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-16	32084229	Ceiling Plaster In Basement		
Layer 1:	Ceiling Plaster Tan, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-17	32084230	Ceiling Plaster In Basement		
Layer 1:	Ceiling Plaster Tan, Granular		None Detected	100% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
Layer 2:	Skim Coat Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-18	32084231	Ceiling Plaster In Basement		
Layer 1:	Ceiling Plaster Tan, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-19	32084232	Electrical Wire Insulation		
Layer 1:	Wire Insulation Black, Fibrous		None Detected	45% CELLULOSE FIBER 10% MINERAL/GLASS WOOL 25% NON FIBROUS MATERIAL 20% SYNTHETIC FIBER
MMS11-19- 13-20	32084233	Electrical Wire Insulation		
Layer 1:	Wire Insulation Black, Fibrous		None Detected	40% CELLULOSE FIBER 10% MINERAL/GLASS WOOL 30% NON FIBROUS MATERIAL 20% SYNTHETIC FIBER
MMS11-19- 13-21	32084234	9X9 Floor Tile & Mastic		
Layer 1:	Floor Tile Brown, Organically Bound		<1% CHRYSOTILE	100% NON FIBROUS MATERIAL
Layer 2:	Mastic Black, Bituminous		4% CHRYSOTILE	96% NON FIBROUS MATERIAL
MMS11-19- 13-22	32084235	9X9 Floor Tile & Mastic		
Layer 1:	Floor Tile Brown, Organically Bound		<1% CHRYSOTILE	100% NON FIBROUS MATERIAL
Layer 2:	Mastic Not analyzed due to positive stop instructions.			

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19-13-23	32084236	12X12 Floor Tile & Mastic		
Layer 1:	Floor Tile Beige, Organically Bound		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Mastic Black, Bituminous		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-24	32084237	12X12 Floor Tile & Mastic		
Layer 1:	Floor Tile Beige, Organically Bound		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Mastic Black, Bituminous		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-25	32084238	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat White, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-26	32084239	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Pink, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-27	32084240	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Pink, Granular		None Detected	100% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19-13-28	32084241	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Pink, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-29	32084242	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat White, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-30	32084243	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Pink, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-31	32084244	Wall & Ceiling Plaster		
Layer 1:	Plaster Gray, Granular		None Detected	100% NON FIBROUS MATERIAL
Layer 2:	Skim Coat Pink, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-32	32084245	1X1 Acoustic Ceiling Tiles		
Layer 1:	Ceiling Tile Tan, Fibrous		None Detected	90% CELLULOSE FIBER 10% NON FIBROUS MATERIAL
Layer 2:	Mastic Brown, Brittle/Soft		None Detected	100% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19- 13-33	32084246	1X1 Acoustic Ceiling Tiles		
Layer 1:	Ceiling Tile Tan, Fibrous		None Detected	90% CELLULOSE FIBER 10% NON FIBROUS MATERIAL
Layer 2:	Mastic Brown, Brittle/Soft		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-34	32084247	Ext Block Filler		
Layer 1:	Filler Green/Gray, Brittle/Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-35	32084248	Ext Block Filler		
Layer 1:	Filler Green/Gray, Brittle/Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-36	32084249	Ext Block Filler		
Layer 1:	Filler Green/Gray, Brittle/Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-37	32084250	Int Block Filler		
Layer 1:	Filler Blue/White, Brittle		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-38	32084251	Int Block Filler		
Layer 1:	Filler Green, Brittle		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-39	32084252	Int Block Filler		
Layer 1:	Filler Blue/White, Brittle		None Detected	100% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

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Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
MMS11-19-13-40	32084253	Int Block Filler		
Layer 1:	Filler Green, Brittle		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-41	32084254	2X4 Lay In Ceiling Tiles		
Layer 1:	Ceiling Tile White, Fibrous		None Detected	55% CELLULOSE FIBER 15% FOAMED GLASS 20% MINERAL/GLASS WOOL 10% NON FIBROUS MATERIAL
MMS11-19-13-42	32084255	2X4 Lay In Ceiling Tiles		
Layer 1:	Ceiling Tile White, Fibrous		None Detected	55% CELLULOSE FIBER 15% FOAMED GLASS 20% MINERAL/GLASS WOOL 10% NON FIBROUS MATERIAL
MMS11-19-13-43	32084256			
Layer 1:	Drywall White, Powdery		None Detected	4% CELLULOSE FIBER 2% MINERAL/GLASS WOOL 94% NON FIBROUS MATERIAL
Layer 2:	Joint Compound White, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-44	32084257			
Layer 1:	Drywall White, Powdery		None Detected	4% CELLULOSE FIBER 96% NON FIBROUS MATERIAL
Layer 2:	Joint Compound White, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19-13-45	32084258			
Layer 1:	Drywall White, Powdery		None Detected	2% CELLULOSE FIBER 98% NON FIBROUS MATERIAL

Total Number of Pages in Report: 9

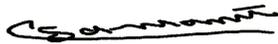
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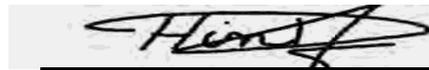
Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
Layer 2:	Joint Compound White, Granular		None Detected	100% NON FIBROUS MATERIAL
MMS11-19- 13-50	32084259	Roof Patching Cement		
Layer 1:	Patch Gray/Black, Bituminous		None Detected	6% CELLULOSE FIBER 94% NON FIBROUS MATERIAL
Layer 2:	Paint Silver, Granular		None Detected	100% NON FIBROUS MATERIAL



Analyst:

SAMANI ABDEFDIEEL



Reviewed By:

Hind Eldanaf, Microscopy Supervisor

Total Number of Pages in Report: 9

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Environmental Health Consultants, Inc.
 2304 Jefferson Park Avenue
 Charlottesville, VA 22903

Phone & Fax: (434) 977-1409 • Email: tjloving@comcast.net

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: _____

Project Description: Massie Mill (page 2)

Instructions: Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests: _____

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
-21		9"x9" Floor	tile and related mastic				
-22	SP	"	"		"		
-23		12"x12" Floor	tile and related mastic				
-24	SP	"	"		"		
-25		Wall and ceiling	plaster				
-26	SP	"	"				
-27	SP	"	"				
-28	SP	"	"				
-29	SP	"	"				
-30	SP	"	"				
-31	SP	"	"				
-32		1"x1" Acoustic	ceiling tiles and related mastic				
-33	SP	"	"		"		
-34		Exterior block	filler				
-35	SP	"	"				
-36	SP	"	"				
-37		Interior block	filler				
-38	SP	"	"				
-39	SP	"	"				
-40	SP	"	"				

Samples submitted by: [Signature] Date: 11-19-13

Samples received by: [Signature] Date: 11-20-13

E 4933 x



245-1337

Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903

Phone & Fax: (434) 977-1409 • Email: tjloving@comcast.net

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: PLM Routine TAT

Project Description: Massie Mill School

Instructions: Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests: SP= stop if prior sample is positive

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
MMS11-19-13-1		Window glazing					
-2	SP	" "					
-3	SP	" "					
-4		Window & door frame caulking					
-5	SP	" "	" "	" "			
-6	SP	" "	" "	" "			
-7		Roof field felt					
-8	SP	" "					
-9	SP	" "					
-10		Roof flashing					
-11		Pipe insulation					
-12		Flue Pipe cement					
-13	SP	" "	" "				
-14		Ceiling plaster in basement					
-15	SP	" "	" "				
-16	SP	" "	" "				
-17	SP	" "	" "				
-18	SP	" "	" "				
-19		Electrical wire insulation					
-20	SP	" "	" "				

Samples submitted by: [Signature] Date: 11-19-13

Samples received by: [Signature] Date: 11-20-13

F+ 4933 +



Environmental Health Consultants, Inc.
 2304 Jefferson Park Avenue
 Charlottesville, VA 22903

Phone & Fax: (434) 977-1409 • Email: tjloving@comcast.net

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: _____

Project Description: Massie Mill (page 3)

Instructions: Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests: _____

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
-41		2'x4' Lay-in	ceiling tiles				
-42	SP	"	"				
-50		Roof patching	cement				

WorkOrderKey

 V: \ 987 \ 987231

Samples submitted by: [Signature] Date: 11-19-13
 Samples received by: [Signature] Date: 11-20-13

E 4933 x



Please Reply To:

AmeriSci Richmond

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

FACSIMILE TELECOPY TRANSMISSION

To: T. Joel Loving
Environmental Health Consultants
Fax #:
Email: tjloving@comcast.net

From: Gordon T. Saleeby
AmeriSci Job #: 113121296
Subject: PLM 24 hour Results
Client Project: Massie Mill School

Date: Wednesday, December 11, 2013
Time: 16:45:40

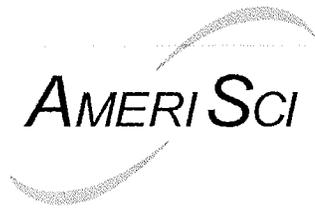
Number of Pages: 4
(including cover sheet)

Comments:

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13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Environmental Health Consultants
Attn: T. Joel Loving
2304 Jefferson Park Avenue

Charlottesville, VA 22903

Date Received 12/11/13
Date Examined 12/11/13

RE: Massie Mill School

AmeriSci Job # 113121296
P.O. #
Page 1 **of** 2

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MMS11-19-13-10 Location: Roof Flashing	113121296-01	No	NAD (by CVES) by Gordon T. Saleeby on 12/11/13
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Animal hair 10 %, Cellulose 45 %, Non-fibrous 45 %			
MMS11-19-13-50 Location: Roof Patching Cement	113121296-02.1	No	NAD (by CVES) by Gordon T. Saleeby on 12/11/13
Analyst Description: Silver, Heterogeneous, Non-Fibrous, Silver Roof Coat			
Asbestos Types:			
Other Material: Synthetic fibers 2 %, Wollastonite 3 %, Non-fibrous 95 %			
MMS11-19-13-50 Location: Roof Patching Cement	113121296-02.2	No	NAD (by CVES) by Gordon T. Saleeby on 12/11/13
Analyst Description: Black, Heterogeneous, Non-Fibrous, Roofing Patch			
Asbestos Types:			
Other Material: Fibrous glass 3 %, Non-fibrous 97 %			
MMS11-19-13-21 Location: 9"x9" Floor Tiles and Related Mastic	113121296-03L1	Yes	2 % (by CVES) by Gordon T. Saleeby on 12/11/13
Analyst Description: Tan/Brown, Heterogeneous, Non-Fibrous, Floor Tile 1			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
MMS11-19-13-21 Location: 9"x9" Floor Tiles and Related Mastic	113121296-03L2	Yes	3 % (by CVES) by Gordon T. Saleeby on 12/11/13
Analyst Description: Black, Heterogeneous, Non-Fibrous, Mastic 1			
Asbestos Types: Chrysotile 3.0 %			
Other Material: Non-fibrous 97 %			

Client Name: Environmental Health Consultants

PLM Bulk Asbestos Report

Massie Mill School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MMS11-19-13-21 Location: 9"x9" Floor Tiles and Related Mastic Analyst Description: Dark Brown, Heterogeneous, Non-Fibrous, Floor Tile 2 Asbestos Types: Chrysotile 5.0 % Other Material: Non-fibrous 95 %	113121296-03L3	Yes	5 % (by CVES) by Gordon T. Saleeby on 12/11/13
MMS11-19-13-21 Location: 9"x9" Floor Tiles and Related Mastic Analyst Description: Black, Heterogeneous, Non-Fibrous, Mastic 2 Asbestos Types: Chrysotile 7.0 % Other Material: Non-fibrous 93 %	113121296-03L4	Yes	7 % (by CVES) by Gordon T. Saleeby on 12/11/13
MMS11-19-13-32 Location: Acoustic Ceiling Tile Mastic Analyst Description: Dark Brown, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %	113121296-04	No	NAD (by CVES) by Gordon T. Saleeby on 12/11/13

Reporting Notes:

Analyzed by: Gordon T. Saleeby Date Dec 11, 2013

*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: _____



Environmental Health Consultants, Inc. 1 131 212 96
 2304 Jefferson Park Avenue
 Charlottesville, VA 22903

Phone & Fax: (434) 977-1409 • Email: tjloving@comcast.net

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: PLM (24 hrs)

Project Description: Massie Mill School

Instructions: Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests: _____

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
MMS11 -19-13-10	Look at all layers please	Roof Flashing					
-50	"	Roof patching cement					
-21		9"x9" Floor tiles and related mastic					
-32	Analyze glue only	Acoustic ceiling tile mastic					

RECEIVED
 DEC 11 2013
 By: [Signature]

Samples submitted by: [Signature] Date: 11-19-13
 Samples received by: _____ Date: _____

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LABORATORY ANALYSIS REPORT

Lead Analysis based on EPA 7000B Method and EPA SW846 Method 1311 (TCLP)

Using Preparation Method EPA 3050B

ACCOUNT #: 245-13-1334
CUSTOMER: ENVIRONMENTAL HEALTH CONSLTS.
ADDRESS: 2304 JEFFERSON PARK
CHARLOTTESVILLE, VA 22903
DATE RECEIVED: 11/20/2013
DATE ANALYZED: 11/21/2013
DATE REPORTED: 11/21/2013
PROJECT NAME: Massie Mill School
JOB LOCATION:
PROJECT NO.:
PO NO.: Sample Type: TCLP

SLI Sample No.	Customer Sample No.	Collection Date	Sample Description	Initial pH	Lead Conc. (mg/L)
32082010	MMS11-19-13-1			8.93	1.5

Analysis Run ID: 52687

Analyst: MARTI H. BAIRD

Total Number of Pages in Report: 1

Results relate only to samples as received by the laboratory.


Reviewed By Mohammed Eltilib, Metals Team Leader
Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Minimum Reporting Limit: 0.2 mg/L lead concentration. EPA Regulatory Limit is 5.0 mg/l. All internal QC parameters were met. Unusual sample conditions, if any, are described. All testing is performed in strict accordance with Schneider Laboratories, Inc. protocol. Note on measurement units: mg/l = ppm (parts per million)



245-13-1334

Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903

Phone & Fax: (434) 977-1409 • Email: tjloving@comcast.net

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: TCLP Lead Routine TAT

Project Description: Massie M.I. School

Instructions: Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests: _____

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
MMS11 -19-13-1	TCLP						

WorkOrderKey

V : \ 987 \ 987230

Samples submitted by: [Signature] Date: 11-19-13
Samples received by: FAD Date: 11-20-13

G2 4933 R

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**Asbestos Abatement and Demolition of the former Massies Mill Recreation Center
Nelson County, Virginia**

ATTACHMENT D

**TABLE 3.32-D
SITE SPECIFIC SEEDING MIXTURES FOR PIEDMONT AREA**

	<u>Total Lbs. Per Acre</u>
<u>Minimum Care Lawn</u>	
- Commercial or Residential	175-200 lbs.
- Kentucky 31 or Turf-Type Tall Fescue	95-100%
- Improved Perennial Ryegrass	0-5%
- Kentucky Bluegrass	0-5%
<u>High-Maintenance Lawn</u>	
- Kentucky 31 or Turf-Type Tall Fescue	200-250 lbs. 100%
<u>General Slope (3:1 or less)</u>	
- Kentucky 31 Fescue	128 lbs.
- Red Top Grass	2 lbs.
- Seasonal Nurse Crop *	<u>20 lbs.</u>
	150 lbs.
<u>Low-Maintenance Slope (Steeper than 3:1)</u>	
- Kentucky 31 Fescue	108 lbs.
- Red Top Grass	2 lbs.
- Seasonal Nurse Crop *	20 lbs.
- Crownvetch **	<u>20 lbs.</u>
	150 lbs.

* Use seasonal nurse crop in accordance with seeding dates as stated below:
 February 16th through April Annual Rye
 May 1st through August 15th Foxtail Millet
 August 16th through October Annual Rye
 November through February 15th Winter Rye

** Substitute Sericea lespedeza for Crownvetch east of Farmville, Va. (May through September use hulled Sericea, all other periods, use unhulled Sericea). If Flatpea is used in lieu of Crownvetch, increase rate to 30 lbs./acre. All legume seed must be properly inoculated. Weeping Lovegrass may be added to any slope or low-maintenance mix during warmer seeding periods; add 10-20 lbs./acre in mixes.