

Exhibit “A”

Scope of Work – Asbestos Abatement, Waste Removal, and Building Demolition

1.0 GENERAL

The Encycle facility is comprised of approximately 52 above-grade buildings, a 315-foot-high concrete/brick smokestack, a water tower, approximately 11 metal silos, several cooling towers, and numerous above-ground storage tanks and associated piping and ancillary equipment. The locations of these buildings and structures are shown on Figure A-1. The Contactor scope of work for this project shall include asbestos abatement, waste removal, and demolition of all of the following buildings and associated above-ground piping and ancillary equipment:

1. Facility #1 (Building 1 on Figure A-1);
2. Facility #2 (Building 2 on Figure A-1);
3. Facility #3 (Building 3 on Figure A-1);
4. Facility #4 (Building 4 on Figure A-1);
5. East Product Storage Building (Building 5 on Figure A-1);
6. Product Storage Building (Building 6 on Figure A-1);
7. Old Casting Building (Building 7 on Figure A-1);
8. Hazardous Waste Storage Building (Building 8 on Figure A-1);
9. Sanitary Wastewater Building (Building 9 on Figure A-1);
10. Product Storage Building/Numbered Bins Building (Building 10 on Figure A-1);
11. Wastewater Treatment Building (Building 11 on Figure A-1);
12. Brick Building (Building 12 on Figure A-1);
13. Yard Offices (Building 13 on Figure A-1);
14. Lettered Bins Building (Building 14 on Figure A-1);
15. Plant Engineering Building (Building 15 on Figure A-1);
16. East Cell House (Building 16 on Figure A-1);
17. East Bag House (Building 17 on Figure A-1);
18. Brick Building (Building 18 on Figure A-1);
19. Substation Building (Building 19 on Figure A-1);
20. Brick Building (Building 20 on Figure A-1);
21. Oil House (Building 21 on Figure A-1);
22. Metal Building (Building 22 on Figure A-1);
23. Metal Building (Building 23 on Figure A-1);
24. West Bag House (Building 24 on Figure A-1);
25. Power House (Building 25 on Figure A-1);
26. West Cell House (Building 26 on Figure A-1);
27. South Reagent Storage Building (Building 27 on Figure A-1);
28. Reagent Storage Building/NOR (Building 28 on Figure A-1);
29. Brick Building (Building 29 on Figure A-1);

30. Brick Building (Building 30 on Figure A-1);
31. Spill Sorbent Storage Building (Building 31 on Figure A-1);
32. Zinc Building/Nickel Building (Building 32 on Figure A-1);
33. Lunch Room (Building 33 on Figure A-1);
34. MCC L&M Building (Building 34 on Figure A-1);
35. Scale House (Building 35 on Figure A-1);
36. Reagent Storage (Building 36 on Figure A-1);
37. MCC 29D Building (Building 37 on Figure A-1);
38. Brick Building (Building 38 on Figure A-1);
39. Substation Building (Building 39 on Figure A-1);
40. Substation Building (Building 40 on Figure A-1);
41. Lab (Building 41 on Figure A-1);
42. Brick Building (Building 43 on Figure A-1);
43. Brick Building (Building 44 on Figure A-1);
44. Brick Building (Building 45 on Figure A-1);
45. Brick Building (Building 52 on Figure A-1);
46. Smokestack (Building 53 on Figure A-1);
47. Water Tower;
48. Metal Silos, including Silos A through K on Figure A-1;
49. Cooling Towers; and
50. Above-ground Storage Tanks (>100 tanks).

The Contractor scope of work for asbestos abatement activities associated with the above-listed buildings and structures to be demolished are provided below in Section 2. The Contractor scope of work for waste removal activities associated with the above-listed buildings and structures to be demolished are provided below in Section 3. The Contractor scope of work for demolition of the above-listed buildings and structures are provided below in Section 4.

The buildings on the Encycle facility which will not be demolished are as follows:

1. Metal Building (Building 42 on Figure A-1);
2. Administration and Lab Building (Building 46 on Figure A-1);
3. Change House/Guard House (Building 47 on Figure A-1);
4. Visitor Center (Building 48 on Figure A-1);
5. Admin Offices (Building 49 on Figure A-1);
6. Fire Water Building (Building 50 on Figure A-1); and
7. Warehouse Storage Building (Building 51 on Figure A-1).

Also, no buildings or structures on the Meaney Tract, located directly west of the Encycle facility, will be demolished as part of this project. No structures on the low-lying northern

portion of the site (i.e., East and West Lagoon) located north of the Union Pacific Railroad 100-foot right-of-way, will be demolished as part of this project. No ground level concrete pad-mounted transformers located outside of buildings will be drained or demolished as part of this project.

2.0 ASBESTOS ABATEMENT

2.1 GENERAL

Information on asbestos containing material (ACM) in the buildings and structures to be demolished, including the presence of Galbestos siding on the building exteriors, is included in the December 14, 2006 report by ARCADIS entitled “Asbestos Inspection Results, Encycle Facility, 5500 Up River Road, Corpus Christi, Texas”. Within 90 calendar days following award of Contract, and prior to ACM removal, Contractor shall prepare an asbestos abatement project design for all of the ACM in all of the interior and exterior portions of all of the buildings and structures to be demolished. The asbestos abatement project design shall be prepared by an EPA-accredited Asbestos Abatement Project Designer. The design shall include, but not be limited to, the evaluation and selection of appropriate friable and non-friable ACM removal methods; personnel protective equipment (PPE) to be utilized by personnel conducting asbestos abatement; and ACM waste transport and disposal procedures. PPE for asbestos abatement workers shall include respirators with high-efficiency particulate (HEPA) filters. A copy of the asbestos abatement project design shall be provided to the Trustee prior to initiation of asbestos abatement activities.

A Texas Department of State Health Services Asbestos Demolition Notification Form shall be prepared by the Contractor prior to initiation of asbestos abatement activities. The Asbestos Demolition Notification Form shall be submitted to the Texas Department of State Health Services postmarked no less than ten working days (not calendar days) prior to the start of any asbestos abatement or demolition. Contractor shall include as part of Contractor’s Base Bid the cost of the Texas Department of State Health Services asbestos abatement filing fee and all other Texas Department of State Health Services fees for all of the ACM to be removed from the site. A copy of the notification form shall be provided to the Trustee prior to initiation of asbestos abatement activities.

2.2 DESCRIPTION OF WORK

The Contractor Work Requirements shall involve removal of the all of the ACM in all of the buildings and structures to be demolished by EPA-accredited asbestos abatement workers with a minimum of one on-site EPA-accredited asbestos project manager/supervisor during all abatement activities. All personnel conducting asbestos abatement activities shall have

successfully completed an EPA-accredited asbestos abatement worker training course, and subsequent annual refresher courses. Copies of the licenses and evidence of satisfactory asbestos abatement training shall be maintained by the Contractor at the project site and be available for review by the Trustee and the Trustee's designated representatives.

The ACM shall be removed in accordance with applicable federal, state, and local regulations, including applicable EPA regulations given in the National Emission Standards for Hazardous Air Pollutants (NESHAPS) (40 CFR Part 61); applicable EPA regulations given in the Asbestos Hazard Emergency Response Act (AHERA) (40 CFR Part 763); applicable OSHA Regulations given in 29 CFR Parts 1910 and 1926; and applicable Texas Department of State Health Services regulations given in the Texas Asbestos Health Protection Rules (TAHPR).

The Contractor (or its Subcontractor) shall provide all labor, equipment, materials, services (including water and electric power), training, insurance, regulatory notifications (including permits, work plans, and variance applications) and services necessary for the removal, segregation, handling, containerization, and proper disposal of all friable and non-friable ACM present at the site buildings and structures to be demolished. Work shall be performed in accordance with this Section, Contract Documents and all applicable Laws and Regulations.

The Contractor shall be responsible for verifying all existing field conditions including, but not limited to, type, condition, quantities, and locations of ACMs present. Information presented in the Asbestos Survey Report shall be used by the Contractor only for determining type, condition and general location of ACMs that require abatement. The Contractor shall be responsible for determining actual quantities of ACMs listed in the Asbestos Survey Report via direct visual observation and field measurements.

Several of the buildings at the facility that contain ACM are structurally unsound as described in the attached Structural Assessment Report prepared by URS (Attachment A-2). Contractor can conduct ACM removal in structurally unsound areas at the time of building and structure demolition activities (described below in Section 4) as needed to safely access the ACM for removal. All ACM shall be removed in accordance with applicable Laws and Regulations.

The Contractor shall provide United States Department of Transportation- (USDOT-) approved, leak-tight containers for containerization of friable waste materials generated as a result of the ACM abatement activities. The waste containers shall meet the minimum requirements set forth in 40 CFR 61.50. All containers shall be labeled by the Contractor in accordance with applicable Laws and Regulations.

Personnel shall wear and utilize protective clothing and equipment. The Contractor shall not permit eating, using chewing tobacco, drinking, chewing gum, or applying cosmetics in the regulated area(s). Personnel of other trades shall not be exposed at any time to airborne asbestos

at regulated concentrations. The Contractor shall bear all costs associated with permits, training, licensing, notifications, and all other fees related to the Contractor's ability to perform the work specified in this Section.

During and following the removal activities, the Contractor (or its asbestos abatement Subcontractor) shall containerize and place the removed ACMs into a temporary staging area(s) separate from any other waste material. The staging area(s) shall be constructed such to shelter the asbestos-containing waste from the elements (e.g., wind, precipitation, and surface water runoff).

The Contractor shall be responsible for all demolition work required to properly access and abate all ACMs. This shall also include all means and methods for proper dismantling of equipment, building components and other structures as necessary to complete the abatement. The Contractor shall be responsible for properly moving all non-asbestos demolition debris out of the work area to allow for asbestos abatement to be properly performed.

The Contractor shall be responsible for all personal air monitoring, perimeter air monitoring and post-abatement clearance monitoring as required by applicable Laws and Regulations in place at the time of Contract award. If during removal activities, air quality regulatory levels related to asbestos are exceeded, the Contractor shall immediately notify the Trustee and take all appropriate measures to reduce the concentration of airborne asbestos (e.g., wetting) as part of Contractor's Base Bid. The Contractor shall provide electrical power and water as required to support implementation of the abatement and air monitoring activities. The Contractor shall be responsible for achieving post-abatement clearance criteria. Should the work area fail the clearance monitoring, the Contractor (or its Subcontractor) shall repeatedly clean the work area as part of Contractor's Base Bid. The Contractor shall pay for all additional cleaning, testing, and inspections until the clearance is achieved as part of Contractor's Base Bid.

The Contractor shall be responsible for proper storage, loading, rigging, transportation and disposition of all friable and non-friable asbestos-containing waste generated during implementation of the Work. The ACM shall be transported to landfill(s) authorized to accept asbestos wastes. Costs for all asbestos abatement activities for all buildings and structures to be demolished, including all waste removal, transport and disposal costs shall be included as part of Contractor's Base Bid. All offsite shipments of asbestos waste shall be manifested, and the Encycle Notice of Registration (NOR) waste code number for "Asbestos from Remediation and Demolition of Equipment and Facilities" is 00013111. The generator section of each manifest shall be signed by the Encycle Trustee or the Trustee's designated representative prior to transport to the authorized landfill.

3.0 HAZARDOUS WASTE REMOVAL AND UNIT DECONTAMINATION

3.1 GENERAL

Waste management units at the Encycle facility included numerous tanks, filters, hoppers, dryers, bulk solids storage areas, and container storage areas. As shown on Table A-1, most of these waste management units have been previously emptied, decontaminated and closed by others. Residual fluids that may be present in these previously certified closed waste management units currently consist of storm water. The waste management units that have already been closed, as shown on Table A-1, do not require further decontamination by the Contractor prior to demolition.

Waste management units that have not yet been closed by the Texas Commission on Environmental Quality, which require waste removal, waste disposal, and waste management unit decontamination by the Contractor as part of the Contractor's Base Bid, are summarized on Tables A-2, A-3, and A-4.

As shown on Table A-2, twenty three tanks and one drum filter require waste removal, waste disposal, and waste management unit decontamination by the Contractor as part of the Contractor's Base Bid. The estimated volume of materials in the units listed on Table A-2 to be disposed of by the Contractor as characteristic hazardous waste as part of the Contractor's Base Bid is 215,250 gallons of water and 488 tons of sludge/solids. If the actual volume of hazardous wastes inside these units is different than the Base Bid volumes, Contractor shall provide additive/deductive unit costs for hazardous waste removal, waste transportation, and waste disposal in Section 9, Bid Item No. 2a and 2b. The Contractor scope of work for this task is described below in Section 3.2.

As shown on Table A-3, twelve container storage areas and two miscellaneous storage containers require decontamination by the Contractor as part of the Contractor's Base Bid. No wastes are currently present inside these twelve container storage areas and two miscellaneous storage containers. However, Contractor shall decontaminate and triple-rinse these units. The estimated total volume of rinse water to be disposed of by the Contractor as characteristic hazardous waste as part of the Contractor's Base Bid for the units listed on Table A-3 is 14,000 gallons (average 1,000 gallons per unit). If the actual volume of hazardous waste rinse water for these units is different than the Base Bid volume, Contractor shall provide additive/deductive unit costs for rinse water removal, transportation, and disposal in Section 9, Bid Item No. 2a. The Contractor scope of work for this task is described below in Section 3.3.

As shown on Table A-4, residual hazardous wastes are present inside several of the buildings and structures at the site. Removal and disposal of these residual hazardous wastes shall be conducted by the Contractor as part of the Contractor's Base Bid. Based on visual observations

and previous sampling conducted in 2000, the estimated volume of materials inside the buildings and structures listed on Table A-4 to be disposed of by the Contractor as characteristic hazardous waste as part of the Contractor's Base Bid is 10,000 gallons of water and 1,300 tons of sludge/solids. If the actual volume of hazardous wastes inside these buildings and structures is different than the Base Bid volumes, Contractor shall provide additive/deductive unit costs for hazardous waste removal, waste transportation, and waste disposal in Section 9, Bid Item No. 2a and 2b. The Contractor scope of work for this task is described below in Section 3.4.

Several of the buildings at the facility that contain wastes are structurally unsound as described in the attached Structural Assessment Report prepared by URS (Attachment A-2). Contractor can conduct waste removal in structurally unsound areas at the time of building and structure demolition activities (described below in Section 4) as needed to safely access the wastes for removal.

3.2 TANK AND DRUM FILTER WASTE REMOVAL AND DECONTAMINATION

As shown on Table A-2, a total of twenty three (23) tanks and one drum filter will require waste removal and decontamination by the Contractor selected for this project. Construction details for these units are summarized on Table A-2. As shown on Table A-2, the units are constructed of wood, stainless steel, fiberglass, and/or concrete. The estimated total volume of water and sludge/solids in these units, including unit decontamination rinse water, is 215,250 gallons and 488 tons, respectively.

These tanks previously contained metal-bearing hazardous waste. Representative samples of the wastes in other tanks with similar contents showed that the water and sludge/solids in the tanks contains Toxicity Characteristic Leaching Procedure (TCLP) cadmium concentrations above the Class I hazardous waste limit of 1.0 milligrams per liter (mg/L). The concentrations of other metals in the wastes, including lead, may also exceed their respective TCLP Class I hazardous waste limits. For bidding purposes, the Contractor shall assume the 23 tanks and drum filter listed on Table A-2 contain a combined volume of 215,250 gallons of Class I hazardous water (including unit decontamination rinse water) and a combined volume of 488 tons of Class I hazardous sludge/solids to be removed, transported, and disposed of by the Contractor at authorized hazardous waste disposal facilities. The Contractor shall include waste removal, waste transport, waste disposal, and decontamination of these 23 tanks and drum filter as part of Contractor's Base Bid. Liquids (<2% solids) from similar tanks at the Site have been previously accepted for disposal at the Texas Molecular commercial injection well facility in Corpus Christi, Texas. Sludges/solids from similar tanks at the Site have been previously accepted for disposal at the U.S. Ecology Texas landfill in Robstown, Texas. Contractor shall be responsible for waste disposal profiling of all wastes inside these 24 units as part of Contractor's Base Bid. All waste shipments shall be manifested. The Texas Waste Codes for the manifests are available

on the NOR for the Encycle facility. The generator section of each manifest shall be signed by the Encycle Trustee or the Trustee's designated representative prior to transport to the authorized disposal facility.

All Contractor personnel and all of Contractor's subcontract personnel performing work at the Site that may come in contact with the wastes must have completed a 40-hour health and safety training course and subsequent annual refresher training in accordance with OSHA requirements in Title 29 Code of Federal Regulations, Part 1910. Contractor's health & safety plan to be prepared for this project shall include a requirement that PPE to be worn by personnel that may come in contact with the waste contents include hardhats, safety glasses, steel-toed boots, chemical resistant gloves, chemical resistant suits, and particulate respirators. Disposal of Contractor's used PPE shall be included as part of Contractor's Base Bid.

The existing elevated floors and walkways that provide access to these tanks and drum filter are deteriorated. Contractor shall reinforce these floors and walkways using 3/4-inch-thick plywood sheeting or equivalent as needed by the Contractor to access the tanks and drum filter. The plywood sheeting shall be securely attached to the existing walkways by the Contractor.

The four wooden tanks on the second floor of the Facility No. 2 building (Tanks 25 - 28 on Table A-2) are not safely accessible. Therefore these four tanks can be removed from the building by the Contractor prior to removal of the residual wastes from the tanks. Contractor can use a crane/hoist to remove these four tanks from the building during demolition, or an alternate method pending approval by the Trustee or the Trustee's designated representative. Contractor shall take all necessary precautions to ensure the residual wastes inside these tanks are not spilled/released into the existing on-site storm sewer system. These four tanks can then be placed into a water-tight lined roll-off box or an existing bermed secondary containment structure for waste removal and tank decontamination.

With the exception of the four tanks on the second floor of the Facility No. 2 building, prior to removal of the wastes from the tanks, Contractor shall cut or remove all water transfer piping into the tanks and drum filter, including roof drain piping. The piping shall be cut or removed outside of the tank and drum filter perimeter. The piping shall be cut or removed to prevent roof drain rainwater from entering the tanks and drum filter during waste removal and decontamination activities.

Contractor shall provide labor and equipment as necessary to ensure all of the wastes are removed from the tanks and drum filter. Any doorways/walkways cut on the tank sidewalls by Contractor to provide access to the wastes shall be cut at least 12 inches above the level of the waste contents to allow sufficient freeboard for precipitation during waste removal activities. All Contractor and subcontractor personnel that enter tanks without ground level doorways/walkways shall have successfully completed a confined space entry training course,

and confined space unit entry procedures shall be included in Contractor's health & safety plan for this project. Additional Contractor health & safety requirements are described below in Section 5.0.

Contractor shall provide vacuum trucks to remove the liquids inside these tanks, and transport the liquids to an authorized disposal facility. Contractor shall provide vacuum trucks to remove pumpable sludges inside these tanks, and transport the pumpable sludges to an authorized disposal facility. Contractor shall provide lined steel roll off boxes or lined end dump trucks to store the solids and debris, and non-pumpable sludges obtained during removal of the tank and drum filter contents. The roll off boxes/end dump trucks that contain waste materials shall be staged on-site within a bermed area and tarped when not actively loading.

Following removal of the wastes from the tanks and drum filter listed on Table A-2, contractor shall remove loose waste residues, scale, and accretions on the tank/drum filter interior surfaces (including wastes on any interior piping, rakes, and baffles) utilizing pressure washers and/or hand-held scraping tools. Sandblasting shall not be permitted. The tanks and drum filter shall be cleaned by Contractor until all interior surfaces are visibly clean and free of wastes, excluding scale (if any) that cannot be removed using pressure washers and hand-held power tools.

After all interior surfaces of the tanks and drum filter are visually clean and free of wastes, the tank interior surfaces shall be triple-rinsed by Contractor using a pressure washer. The rinse water shall be potable municipal water brought on-site by the Contractor (no potable water is available on-site). Each rinse cycle shall consist of at least 50 gallons of potable water per unit, but no more than 500 gallons of potable water per unit without approval from the Trustee or Trustee's designated representative. All of the tank and drum filter cleaning and rinse water shall be removed by Contractor and disposed of by Contractor at an authorized disposal facility as part of Contractors Base Bid.

After each tank and drum filter is triple-rinsed, a rinsate sample will be collected by others to verify the unit has been decontaminated to the decontamination rinsate standards shown on Attachment A-1. The rinsate samples will be analyzed by others on a 3-working-day turnaround. If the rinsate sample does not meet the decontamination rinsate standards listed on Attachment A-1, Contractor shall conduct an additional rinse cycle as described above as part of the Contractor's Base Bid. The NOR Unit closure report for the tanks listed on Table A-2 shall be prepared by others. Costs for the tank and drum filter rinsate sample collection and analyses, and NOR Unit closure report preparation will be paid by others, and is not part of the Contractor's scope of work.

3.3 CONTAINER STORAGE AREA AND MISCELLANEOUS STORAGE AREA DECONTAMINATION

As shown on Table A-3, twelve container storage areas and two miscellaneous storage containers require decontamination by the Contractor as part of the Contractor's Base Bid. All surfaces of the twelve container storage areas and two miscellaneous storage containers shall be triple-rinsed by Contractor using a pressure washer. The rinse water shall be potable municipal water brought on-site by the Contractor (no potable water is available on-site). Each rinse cycle shall consist of at least 50 gallons of potable water per unit, but no more than 350 gallons of potable water per unit without approval from the Trustee or Trustee's designated representative. All of the rinse water shall be removed by Contractor and disposed of by Contractor as part of Contractor's Base Bid. Contractor shall provide vacuum trucks to remove the rinse water, and transport the rinse water to an authorized disposal facility. The rinse water shall be disposed of by Contractor as part of Contractor's Base Bid. Rinse water (<2% solids) from other similar concrete containment areas at the Site have been previously accepted for disposal at the Texas Molecular commercial injection well facility in Corpus Christi, Texas.

After each unit is triple-rinsed, a rinsate sample will be collected by others from each unit listed on Table A-3 to verify the unit has been decontaminated to the decontamination rinsate standards shown on Attachment A-1. The rinsate samples will be analyzed by others on a 3-working-day turnaround. If the rinsate sample does not meet the decontamination rinsate standards listed on Attachment A-1, Contractor shall conduct additional rinse cycle(s) as part of the Contractor's Base Bid until the decontamination rinsate standards have been met. The NOR Unit closure report for the container storage areas and two miscellaneous storage containers listed on Table A-3 shall be prepared by others. Costs for the rinsate sample collection and analyses, and NOR Unit closure report preparation will be paid by others, and is not part of the Contractor's scope of work.

3.4 RESIDUAL HAZARDOUS WASTE REMOVAL FROM BUILDINGS AND STRUCTURES TO BE DEMOLISHED

As shown on Table A-4, previously collected samples indicated that some of the buildings and structures to be demolished contain residual amounts of characteristically hazardous wastes. These residual amounts of characteristically hazardous wastes are located on the floor and inside piping, tanks, silos, ovens, vessels, and other structures and process equipment inside the buildings to be demolished. The estimated total volume of hazardous waste liquids and sludge/solids in the buildings and structures to be demolished is 10,000 gallons and 1,300 tons, respectively. For bidding purposes, the Contractor shall assume the buildings and structures listed on Table A-4 contain a combined volume of 10,000 gallons of Class I hazardous liquids and a combined volume of 1,300 tons of Class I hazardous sludge/solids to be removed,

transported, and disposed of by the Contractor at authorized hazardous waste disposal facilities prior to demolition of these buildings/structures as part of Contractor's Base Bid. If the actual volume of hazardous wastes inside these buildings and structures is different than the Base Bid volumes, Contractor shall provide additive/deductive unit costs for hazardous waste removal, waste transportation, and waste disposal in Section 9, Bid Item No. 2a and 2b.

Contractor shall be responsible for waste profiling of all residual hazardous wastes inside these buildings and structures as part of Contractor's Base Bid. The Trustee or Trustee's designated representative may also collect waste characterization samples to determine the waste classification of the residual wastes.

Contractor shall not include building construction debris or the equipment/components which held the residual wastes (i.e., piping, tanks, silos, ovens and vessels) with the hazardous waste shipments to the hazardous waste landfill. All hazardous waste shipments shall be manifested. The Texas Waste Codes for the manifests are available on the NOR for the Encycle facility. The generator section of each manifest shall be signed by the Encycle Trustee or the Trustee's designated representative prior to transport to the authorized disposal facility.

All Contractor personnel and all of Contractor's subcontract personnel performing work at the Site that may come in contact with the wastes must have completed a 40-hour health and safety training course and subsequent annual refresher training in accordance with OSHA requirements in Title 29 Code of Federal Regulations, Part 1910. Contractor's health & safety plan to be prepared for this project shall include a requirement that PPE to be worn by personnel that may come in contact with the waste contents include hardhats, safety glasses, steel-toed boots, chemical resistant gloves, chemical resistant suits, and particulate respirators. Disposal of used PPE shall be included as part of Contractor's Base Bid.

The existing elevated floors and walkways that provide access to these residual wastes are deteriorated. Contractor shall reinforce these floors and walkways using ¾-inch-thick plywood sheeting or equivalent. The plywood sheeting shall be securely attached to the existing walkways by the Contractor. Contractor shall take all necessary precautions to ensure the residual wastes inside these buildings and structures are not spilled/released into the existing on-site storm sewer system.

Contractor shall provide vacuum trucks to remove the residual hazardous waste liquids and pumpable sludges in these buildings and structures, and transport the liquids to an authorized disposal facility. Contractor shall provide lined steel roll off boxes or lined end dump trucks to store the residual hazardous waste solids, and transport the solids to an authorized disposal facility. The roll off boxes/end dump trucks that contain hazardous waste materials shall be staged on-site within a bermed area and tarped when not actively loading. The residual hazardous wastes shall be removed by Contractor until the structures and equipment are visibly

clean and free of hazardous wastes. Contractor shall not place piping, tanks, vessels, wood, concrete, steel, or other building structural materials and demolition debris with the hazardous wastes to be disposed of. Contractor shall remove the hazardous wastes from the piping, tanks, vessels, wood, concrete, steel, and other building structural materials and demolition debris prior to placement of the hazardous wastes into the roll off boxes/end dump trucks.

4.0 BUILDING AND STRUCTURE DEMOLITION

4.1 GENERAL

Contractor shall demolish all of the buildings and structures identified above in Exhibit A, Section 1.0 as part of Contractor's Base Bid. All ancillary equipment located within, above, and adjacent to the buildings and structures to be demolished shall also be demolished as part of Contractor's base bid, including conveyor belts, above-ground piping (excluding fire water system piping), hoppers, silos, structural supports, electrical equipment (excluding exterior pad-mounted transformers), cooling towers, and miscellaneous equipment and debris located throughout the site grounds, including debris in the East Boneyard area.

With the exception of recyclable materials, Contractor shall dispose of all construction debris at authorized commercial landfills, unless otherwise approved in writing by the Trustee, as part of Contractor's Base Bid. Some of the building and structures to be demolished contain metals with recycle value, including carbon steel, stainless steel, lead, and copper. Following Contractor removal of ACM and other contaminants which may be present on these metals, Contractor can recycle these metals at an authorized recycling facility. The salvage value of the recycled metals shall be paid to the Contractor by the recycling facility(ies), and Contractor shall not reimburse the Trustee for the salvage value of these recycled metals. The recycle value of these metals shall be factored into Contractor's Base Bid for this project. Contractor understands, by submitting its bid, that Contractor has thoroughly inspected the buildings and structures to be demolished, and has factored the recycle value of contaminant and ACM-free metals as part of Contractor's Base Bid. Contractor shall provide the name(s) of the recycling facilities to receive these materials to the Trustee at least 30 days prior to offsite transport of these materials. Contractor shall not dispose of materials with ACM or residual wastes at the recycling facilities.

4.2 DESCRIPTION OF WORK

The Contractor shall provide all labor, equipment, materials, and services necessary, and as appropriate for, demolition of the buildings and structures that are scheduled for demolition. The demolition shall be to the existing concrete slab-on-grade level or to the surrounding grade elevation level. At-grade demolition applies to at-grade structures only, such as concrete slabs-on-grade, asphalt pads, etc. The existing ground level concrete slabs of the buildings shall not be

demolished, but all structures and equipment on and above the ground level concrete slabs, including any brick overlying the concrete slabs, shall be demolished as part of Contractor's Base Bid.

Subsurface concrete pipe trenches, sumps and basements are present in several buildings, including the Facility No.1 Building, Facility No. 2 Building, Old Casting Building (Building 7), East Cell House (Building 16), Power House (Building 25), West Cell House (Building 26), and Reagent Storage Building (Building 28). All equipment, piping, and debris above the concrete floors of the subsurface pipe trenches, sumps and basements shall be demolished as part of Contractor's Base Bid. The concrete floors and sidewalls of the pipe trenches, sumps, and basements, and any completely buried subgrade piping (completely buried and surrounded by soil), shall not be demolished. Storm sewer system piping shall not be demolished.

The Contractor shall provide all labor, equipment, materials and services necessary, and as appropriate for, segregation, processing, downsizing, handling, containerizing, labeling, and temporary on-site staging of building demolition debris/other waste materials and recyclable metals (i.e., structural steel, reinforcing rebar) generated as a result of the demolition/removal activities.

The Contractor shall acquire all applicable licenses, permits and provide all applicable notifications required for performance and completion of the Work specified in this Section. All costs for such licenses, permits and notifications shall be included in the Contractor's Base Bid.

Within 90 calendar days following award of Contract, and prior to initiation of demolition work, the Contractor shall submit the following to the Trustee for review and approval:

1. Demolition Plan to demolish the buildings and structures, including the Smokestack described below in Section 4.4. The Trustee reserves the right to request corrections and/or clarifications to the Demolition Plan (to ensure the Contractor requirements specified in this Bid Document are met) after award of Contract. The Demolition Plan shall, at a minimum, include the following:
 - a) Equipment, materials, and methods to be used to safely demolish the buildings/structures.
 - b) Proposed phasing of the demolition activities.
 - c) Dust control equipment and methods to be implemented by the Contractor during the demolition activities to control airborne dust.
 - d) Proposed erosion/sedimentation measures to control migration of demolition-related liquids beyond the work area limits.

- e) A site-specific figure showing the proposed staging area(s) and demolition support area(s).
 - f) Protection of adjacent structures that are not scheduled for demolition under the Contract Documents.
 - g) Waste management procedures for wastes to be removed and disposed of during this project.
 - h) Traffic management procedures for Contractor's vehicles to be used during this project.
 - i) The names, qualifications, and certifications of personnel involved in the demolition and waste handling activities.
2. A site-specific health & safety plan (HASP), including work practices and procedures to conduct the ACM abatement, waste removal, and demolition activities in accordance with all applicable laws and regulations, including OSHA safety regulations. The name(s) of the Contractors on-site safety supervisors shall be included in the health & safety plan.
 3. Storm Water Pollution Prevention Plan (SWP3). The Contractor shall prepare a SWP3 for the demolition activities in accordance with all applicable local, state, and federal regulations. The SWPE shall (1) identify actual and potential sources of pollution during Contractor's demolition activities that may reasonably be expected to affect the quality of storm water discharges from the facility; (2) establish practices and any necessary controls that will prevent or effectively reduce pollution in storm water discharges from the demolition activities; (3) describe how selected practices and controls are appropriate for the demolition activities (silt fences, etc.) and how each will effectively prevent or lessen pollution; and (4) discuss how controls and practices relate to each other such that together they comprise an integrated approach for pollution prevention in storm water discharges.
 4. Prepare and submit a Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under an applicable TPDES General Permit to the TCEQ. The TCEQ General Permit filing fee shall be included as part of Contractor's Base Bid.
 5. Material Safety Data Sheets (MSDSs) for all products to be used. MSDSs shall be submitted to Trustee for review and approval prior to bringing products on-site.

4.3 EXECUTION OF WORK

4.3.1 GENERAL

- A. The demolition activities shall be conducted in accordance with:
 - 1. OSHA regulations contained in 40 CFR 1926 Subpart T - Demolition, which includes requirements for conducting a pre-demolition engineering survey.
 - 2. All applicable Laws and Regulations, including OSHA safety regulations.
- B. Prior to initiating demolition, the Contractor shall:
 - 1. Disconnect/terminate electric utilities to the smokestack as described below in Section 4.4.
 - 2. Contact the local electric utility provider, water provider, and wastewater provider to ensure these utilities have been properly disconnected from the facility and are no longer active.
 - 3. Call the Texas One Call System (811) to have underground utilities located and marked.
 - 4. Abate regulated asbestos-containing materials (RACMs) in accordance with Section 2.0 above.
 - 5. Remove hazardous wastes from the buildings and structures to be demolished in accordance with Section 3.0 above.
 - 6. Perform and complete all pre-demolition work, as necessary and as appropriate to mitigate potential for uncontrolled discharge of regulated materials, and to promote safe implementation of the demolition Work.
- C. A wrecking ball or explosives shall not be permitted to demolish any portion of the buildings/structures.
- D. Equipment and methods to be used for demolition shall generate a minimum amount of dust. The Contractor shall undertake adequate measures to control dust during the project in accordance with the approved Demolition Plan and all applicable Laws and Regulations.
- E. Confined space entry, if required, shall be performed under a confined space entry permit procedure as part of Contractor's site-specific Health and Safety Plan.
- F. The Contractor shall be responsible for all costs and liability associated with damaging any existing utility or structure (above-, at- or below-grade) that is not scheduled for demolition under the Contract Documents. The Contractor shall be responsible for replacing any damaged structure or utility or repairing the said structure or utility to pre-demolition activity condition.

4.3.2 BUILDING AND STRUCTURE DEMOLITION

- A. The Contractor shall undertake adequate measures to control dust during implementation of the Work so that no visible dust is generated over extended periods of time. If a visible dust is generated, the Contractor shall immediately undertake appropriate measures as necessary to reduce the concentration of airborne dust. If water spraying/misting is used to suppress generation of airborne dust, the Contractor shall implement the spraying/misting activities in such a manner that prevents water puddling and/or generation of runoff into on-site storm drains or offsite properties. Water spraying/misting activities shall be conducted in accordance with hazard mitigation provisions to be included in site-specific HASP, SWP3, and the Demolition Plan to be prepared by the Contractor. Water (including dust suppression water) that comes in contact with building materials shall not be allowed to enter the storm sewer system.
- B. Noise reduction and/or hearing protection for workers is to be addressed in the site-specific HASP. For noise at the property line, the Contractor shall maintain noise levels at safe and tolerable limits set forth in the approved demolition plan. Noise shall not be a nuisance to nearby residents or businesses. Contractor shall evaluate whether or not the noise is an issue in advance of the demolition work. Noise level meters shall be kept on-site and periodic noise monitoring performed by the Contractor to confirm that noise levels are below the pre-established limits. All demolition equipment with the potential for noise nuisance shall be equipped with muffling devices.
- C. All demolition debris shall be downsized as necessary for off-site transportation and disposal/recycling purposes, placed directly into Contractor-provided roll-off containers or demolition debris staging area(s) (to be constructed by the Contractor), and managed in accordance with the Contract Documents and applicable Laws and Regulations. Demolition debris shall be managed in a manner which prevents migration of water that comes in contact with demolition debris beyond the staging area limits. All roll-off containers and debris staging areas shall be securely covered (using covers/tarps appropriate for each roll-off/container) during the non-working hours, weekends and holidays.
- D. If the Contractor elects to stage non-hazardous building demolition debris within the building footprint and/or in temporary staging area(s) prior to off-site transportation and disposal, the Contractor shall comply with the following demolition debris staging requirements:

1. Cover staged debris outside of the active building demolition footprints and live loading areas with a low-permeability cover (e.g., 6 mil low density polyethylene sheeting or equivalent) at the end of each workday, downtime periods, weekends, and during precipitation events.
 2. Install berms (e.g., hay bales, booms) along the staging area(s) perimeters as necessary to prevent demolition debris erosion and sedimentation.
- E. The Contractor shall undertake adequate measures to control erosion of demolition debris, and to prevent demolition debris from migrating beyond the work area limits. If demolition debris does migrate beyond the work area limits, the Contractor must promptly collect the debris upon discovery and implement procedures to prevent future migration of debris beyond the work area limits.
- F. Structures scheduled to remain, per the Contract Documents, shall be protected and shall not be damaged during performance of the Work. The Contractor shall be responsible for protecting the buildings, structures, and storm drains that are scheduled to remain.

4.3.3 BELOW-GRADE PITS/SUMPS

- A. Contractor shall remove equipment and materials from below-grade sumps/pits and pipe trenches for disposal or recycling as part of Contractor's Base Bid.
- B. Any associated debris (e.g., piping, metal grates, manhole covers) shall be removed from pits and sump structures to the extent possible and managed together with demolition debris. Waste materials, if any, in the below-grade pits/sumps which are hazardous, shall be managed as discussed above in Section 3.4.
- C. The lowest concrete slab and the outermost below-grade concrete walls in the below-grade pits/sumps and pipe trenches shall not be demolished.

4.3.4 PROJECTILES

- A. The Contractor shall implement all demolition activities in such a sequence and using such methods as necessary to dissipate excessive energy/tension that may be stored/created in structural components, including structural steel, tanks, and other building components prior to cutting or otherwise separating such components; and to ensure that building components do not move outside of work area. This approach should result in minimizing a potential for a "spring action" response and, in turn, minimize the potential for demolition-related projectiles (e.g., pieces of steel, brick, or other material being ejected as a result of releasing excessive energy

from a structural member being cut/ demolished) or otherwise put in motion beyond the work area limits.

- B. Any operations where the potential for demolition-related projectiles exists to impact off-site residential, commercial and/or industrial developments, railroads, roads, and parking lots, shall be shielded from such operations with appropriate barriers (e.g., anti-projectile wire nets). The Contractor shall include a description of proposed anti-projectile shields in its Demolition Plan in sufficient level of detail to allow for a meaningful, consistent evaluation of the proposed shields.

4.4 SMOKESTACK DEMOLITION

4.4.1 GENERAL

A concrete and brick smokestack approximately 315 feet in height is located in the western portion of the Site, approximately 500 feet north of Up River Road (Building/Structure ID No. 53 on Figure A-1). As discussed below in Section 7, this smokestack shall be the first building/structure to be demolished by the Contractor during this project.

The smokestack has an outer base diameter of approximately 24 feet and an inner base diameter of approximately 17 feet. An approximate 12-foot by 16-foot by 8-foot-high brick building (Brick Building) is connected to the southern base of the smokestack, and a metal duct is connected to the eastern end of the smokestack approximately 12 feet above ground level. Metal stairs are present on the smokestack. However these stairs are severely rusted and shall not be utilized by any personnel during this project.

The exterior surface of the smokestack from ground level to the top of the smokestack contains 1/8-inch-thick surfacing material. The surfacing material has moderate damage, and is friable in the damaged areas. Bulk samples of the smokestack surfacing material were collected for asbestos analysis during 2006, and all of the samples were reported to contain 11% asbestos.

The interior base of the smokestack contains a red brick liner, and approximately one foot of loose concrete and brick debris is present on the interior smokestack floor and adjacent Brick Building. Samples were collected from the loose debris, and as shown on Table A-4, the loose concrete and brick debris is characteristically hazardous for lead and cadmium.

4.4.2 SMOKESTACK DEMOLITON WORK REQUIREMENTS

- A. Disconnect Electricity to Smokestack Aviation Lights: This task shall be conducted prior to smokestack demolition and will involve disconnection of electrical power to the smokestack aviation lights. The power shall be disconnected at the existing electric control panel mounted on the on-site service

pole for the smokestack. This work shall be conducted by an electrician with a current Texas Electric Contractor License (TECL). The local TECL contractor familiar with the service pole is Scott Electric Company, Corpus Christi, Texas (phone: 361-884-6326).

- B. Remove Debris from Interior Base of Smokestack and Interior of Adjacent Brick Building: This task shall be conducted prior to smokestack demolition and will involve (1) removal of the loose brick and concrete debris on the interior floor of the smokestack (approximately 15 cubic yards); (2) removal of the interior brick components of the adjacent Brick Building (approximately 5 cubic yards); and (3) removal of the loose debris and accretions adhered to the interior red brick liner of the smokestack from ground level to the top of the adjacent metal air duct approximately 22 feet above ground level (approximately 10 cubic yards).

This debris (approximately 30 cubic yards total) shall be removed, transported, and disposed by the Contractor to an authorized hazardous waste landfill using the procedures described above in Section 3.4.

- C. Remove Asbestos-Containing Surfacing Material from Smokestack Exterior: This task shall involve removal of the ACM from the smokestack exterior by an EPA-accredited Asbestos Abatement Contractor. The ACM shall be removed in accordance with applicable federal, state, and local regulations, including EPA regulations given in the National Emission Standards for Hazardous Air Pollutants (NESHAPS) (40 CFR Part 61); EPA regulations given in the Asbestos Hazard Emergency Response Act (AHERA) (40 CFR Part 763); OSHA Regulations given in 29 CFR Parts 1910 and 1926; Texas Department of State Health Services regulations given in the Texas Asbestos Health Protection Rules (TAHPR); and Texas Commission on Environmental Quality (TCEQ) asbestos waste disposal regulations given in 30 TAC Chapter 330. Asbestos abatement procedures are described above in Section 2.

Contractor shall conduct air monitoring before, during, and after asbestos abatement of the smokestack using an EPA-accredited asbestos air monitoring technician. Air samples shall be collected on a daily frequency for three working days prior to the start of asbestos abatement activities, during asbestos abatement activities, and following completion of asbestos abatement activities. At least three samples shall be collected each day by the air monitoring technician, including an on-site sample upwind of the smokestack, a sample in the work zone, and a sample at the Site property boundary downwind of the smokestack. The samples shall be analyzed for asbestos using transmission electron microscopy (TEM). If at any time during asbestos abatement activities the sample at the

downwind property boundary exceeds applicable air quality standards (including but not limited to OSHA permissible exposure limit (PEL)), Contractor shall cease abatement activities and re-design the abatement procedures at Contractor's expense as part of Contractor's base bid such that applicable air quality standards are attained.

- D. Demolish Brick Building and Metal Air Duct: The Contractor shall demolish the approximate 12-foot by 16-foot by 8-foot-high Brick Building connected to the southern base of the smokestack, and the metal duct connected to the eastern end of the smokestack approximately 12 feet above ground level. The demolition materials (brick, concrete, metal, etc.) shall be transported by the Contractor to an authorized offsite landfill. Prior to offsite disposal, a representative sample of the demolition debris from the Brick Building and smokestack will be collected by others for TCLP Priority Pollutant Metals analyses. For Bidding purposes, Contractor shall assume that the demolition debris from the Brick Building and smokestack will be Class 2 or Class 3 non-hazardous. Costs for demolition, transport, and disposal of the Brick Building, Metal Air Duct, and Smokestack as non-hazardous waste shall be included in Contractors Base Bid.
- E. Demolish Smokestack: Contractor shall provide all labor, equipment, materials and services necessary, and as appropriate for demolition of the 315-foot-tall smokestack to ground surface. The demolition shall be conducted in accordance with all applicable Laws and Regulations, including OSHA safety regulations as described above in Sections 4.1 through 4.3. As described above in Section 4.3.4, any operations where the potential for demolition-related projectiles exists to impact off-site residential, commercial and/or industrial developments, railroads, roads, and parking lots, shall be shielded from such operations with appropriate barriers (e.g., anti-projectile wire nets). The Contractor shall include a description of proposed anti-projectile shields in its Demolition Plan in sufficient level of detail to allow for a meaningful, consistent evaluation of the proposed shields
- F. All cranes and heavy equipment to be used on this project shall be maintained in good working condition and inspected daily by Contractor before use. All equipment operators shall be qualified to operate the equipment, and crane critical lift requirements shall be implemented as applicable. Contractor shall provide a full-time, on-site safety supervisor during smokestack demolition activities. Contractor's safety supervisor shall have at least five years experience in construction safety, and shall be familiar with applicable OSHA safety regulations for the project.

5.0 CONTRACTOR HEALTH & SAFETY REQUIREMENTS

In addition to the project health & safety requirements discussed above in Sections 1 through 4, Contractor shall conduct and document health & safety meetings with Contractor's on-site employee's and subcontractor personnel each working day prior beginning work. The Contractor shall prepare Job Safety Analyses (JSA's) prior to beginning each new phase/type of work. PPE shall be as specified in the JSAs and in the site-specific HASP to be prepared by the Contractor. The JSAs shall be posted each day in the work area(s). First aid kits, fire extinguishers, and eye wash stations shall be provided by the Contractor in all work areas. Prior to initiating work, work area(s) need to be isolated and cordoned off by the Contractor to preclude any unauthorized/accidental entrance into the work area(s) during the ACM removal, waste removal, and demolition activities.

The HASP prepared by the contractor will include a list of training required for personnel based on specific scope of work activities, and will include at a minimum the following:

- Hazardous Waste Site Operations and Emergency Response (HazWoper) 40-Hour OSHA Training (29 CFR 1910.120);
- 8-hour annual HazWoper refresher training (29 CFR 1910.120);
- Elevated work/fall protection training (29 CFR 1910.25, 1910.67, and 1926.502);
- Energy control/power lockout (29 CFR 1910.147 and 1926.417);
- Machine guarding (29 CFR 1910.212);
- Confined space training (29 CFR 1910.146);
- Powered Industrial Trucks (forklift) (29 CFR 1910.178);
- Hazardous Materials Communications (29 CFR 1910.1200);
- DOT Safe HazMat Transportation Training, HM-126F; and
- Personal Protective Equipment (29 CFR 1910.132-135).

Contractor will provide a full-time, on-site safety supervisor during smokestack and all other demolition activities. Contractor shall be responsible for compliance with all applicable demolition-related safety regulations and procedures during this project, including but not limited to OSHA regulations. Contractor shall be responsible for compliance of all of Contractor's subcontract personnel with all applicable demolition-related safety regulations and procedures during this project, including but not limited to OSHA regulations.

6.0 SPECIAL CONDITIONS

1. **Contract:** Before commencing any work, the selected Contractor shall sign the Master Services Agreement provided in this Bid Document. The selected Contractor shall provide Trustee with a Certificate of Insurance issued by the Contractor's insurance carrier providing the insurance coverage required pursuant to the attached contract requirements. The Trustee shall be named on the Certificate of Insurance as additional insured. Contractor shall also provide a Performance Bond to the Trustee as described in the Master Services Agreement provided in this Bid Document.
2. **Access to Facility:** The facility is surrounded by a 6-foot-high chain link fence. Trustee shall post a security guard at the designated existing entrance gate to the Facility, which shall be located along Up River Road. The entrance gate will be locked by the security guard when vehicles are not actively entering/departing the facility. The Trustee shall maintain at least one security guard at the facility during the duration of this project at the Trustee's expense. However, Trustee shall not be responsible for the security of the Contractor's personnel, equipment and materials at the facility. The Contractor, as part of Contractor's base bid, shall provide security measures for the protection of Contractor's personnel, equipment and materials at the facility during this project.
3. **Water:** No potable water is available at the facility. Contractor shall provide all water needed for his project as part of the Contractor's Base Bid. Contractor shall supply vehicles and equipment needed to transport this water to the work site.
4. **Electricity:** Electric power is not available at the facility. Contractor shall furnish power for this project at Contractor's expense as part of the Contractor's Base Bid.

7.0 PROJECT SCHEDULE

Upon receipt of written notice of acceptance of the Bid from the Trustee, the successful bidder shall sign the Master Services Agreement and return two signed originals to the Trustee within 10 days which the Trustee will submit to the Bankruptcy Court for approval. After Bankruptcy Court approval, the Trustee will then sign the agreement and return one signed original to the successful bidder. The successful bidder shall then provide the Trustee with the Certificate of Insurance and Performance Bond within 30 days of bidder's receipt of the fully executed Master Services Agreement.

The successful bidder shall also provide the Trustee with the Asbestos Abatement Project Design, Demolition Plan, HASP, SWP3, and NOI as described in this Bid Document within 90 days following execution of the Master Services Agreement. Failure of Contractor to provide

these documents to the Trustee within the time frames specified herein may be grounds for Trustee to terminate the Master Services Agreement with the bidder.

Asbestos abatement, waste removal, and demolition of the approximate 315-foot-high concrete smokestack as described in Section 4.4 shall be initiated by Contractor within 120 days following execution of the Master Services Agreement, and shall be completed by Contractor within nine (9) months following execution of the Master Services Agreement.

Asbestos abatement of the buildings and structures to be demolished (excluding the smokestack) as described in Section 2 of this Bid Document shall be initiated by Contractor within 120 days following execution of the Master Services Agreement, and shall be completed by Contractor within twenty four (24) months following execution of the Master Services Agreement.

Hazardous waste removal and decontamination of the waste management units in the buildings and structures to be demolished (excluding the smokestack) as described in Section 3 of this Bid Document shall be initiated by Contractor within 120 days following execution of the Master Services Agreement, and shall be completed by Contractor within twenty four (24) months following execution of the Master Services Agreement.

Demolition of the buildings and structures to be demolished (excluding the smokestack) as described in Section 4 of this Bid Document shall be initiated by Contractor within 180 days following execution of the Master Services Agreement, and shall be completed by Contractor within thirty (30) months following execution of the Bankruptcy Court approved Master Services Agreement.

Failure of the Contractor to complete by the Completion Date all of the Services required to be performed under this Master Services Agreement shall result in the Contractor to pay liquidated damages as described in this Master Services Agreement.

8.0 INSPECTION OF JOB SITE

All prospective Bidders interested in submitting a bid for this work shall thoroughly inspect the existing site to acquaint themselves with the present condition thereof and the nature of the work. Inspection of the job site by Contractor is required prior to submittal of bid. The job site will be made available for inspection by the Trustee during the two (2) weeks of July 12, 2010 thru July 23, 2010. Contractor shall contact Armando G. Avalos at (361) 857-2220 or by e-mail at agavalos@armandoavalosrealty.com at least five (5) working days in advance to schedule the inspection.

9.0 PREPARATION OF BID

The bidder, having examined the Site and this Bid Document, and being familiar with all the conditions associated with this project including the availability of material and labor, and the recycling value of metals to be removed by Contractor during this project for recycling, hereby proposes to furnish all labor, materials, and supplies, and to perform the project in accordance with this Bid Document and all attachments, within the time frame set forth herein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Bid Document, of which this proposal is a part.

<u>1. Bid Item No. 1 – Lump Sum</u>	<u>Est. Quantity and Units</u>	<u>Description</u>
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Asbestos Abatement	All Buildings, Structures, and Associated Equipment to be Demolished	See Exhibit A, Section 2
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\$ _____

Total Price (Written Words)

\$ _____

Total Price (Numbers)

<u>2. Bid Item No. 2 – Lump Sum</u>	<u>Est. Quantity and Units</u>	<u>Description</u>
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Hazardous Waste Removal/Disposal	239,250 Gallons Water, 1,788 tons sludge/solids	See Exhibit A, Section 3
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\$ _____

Total Price (Written Words)

\$ _____

Total Price (Numbers)

2. Bid Item No. 2a, Additive/Deductive Est. Quantity and Units Description

Hazardous Waste Water/Liquid Unit cost per gallon of Water/Liquid See Exhibit A, Section 3

\$ _____

Unit Price per Gallon for removal, transport, and disposal of hazardous waste water/liquid above Base Bid volume (Written Words)

\$ _____

Unit Price per Gallon for removal, transport, and disposal of hazardous waste water/liquid above Base Bid volume (Numbers)

2. Bid Item No. 2b, Additive/Deductive Est. Quantity and Units Description

Hazardous Waste Sludge/Solids Unit cost per Ton of Sludge/Solids See Exhibit A, Section 3

\$ _____

Unit Price per ton for removal, transport, and disposal of hazardous waste sludge/solids above Base Bid volume (Written Words)

\$ _____

Unit Price per ton for removal, transport, and disposal of hazardous waste sludges/solids above Base Bid volume (Numbers)

3. Bid Item No. 3 – Lump Sum Est. Quantity and Units Description

Demolition All Buildings, Structures, and Associated Equipment to be Demolished See Exhibit A, Section 4

\$ _____

Total Price (Written Words)

\$ _____

Total Price (Numbers)

All bids shall be submitted to Mr. Mike Boudloche, United States Chapter 7 Trustee, C/O Armando G. Avalos, 555 N. Carancahua, Suite 1540, Corpus Christi, Texas 78401 via hand delivery or certified mail no later than 5 PM on August 27, 2010.

Bidder understands that the Trustee reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good for the duration of the project as outlined in the Project Schedule (Section 7).

The Contractor, by submitting its bid, acknowledges that it understands the Scope of Work and the project site conditions, has considered federal, state, and local laws and regulations that may affect cost, progress, and performance of the work, and that it can perform the Scope of Work as described in this Bid Document. Any proposed language changes to the attached Master Services Agreement shall be provided by the Contractor as part of the Contractor's Bid. The Trustee reserves the right to accept or reject any proposed changes to the attached Master Services Agreement.

The undersigned Bidder hereby declares that he agrees to do the work, and that no representations made by the Trustee outside of this Bid Document are in any sense a warranty, but are mere estimates for the guidance of the Bidder.

Upon receipt of the notice of acceptance of the Bid, we will execute the formal Contract attached within 10 days, provide a Certificate of Insurance to the Trustee within 30 days, and provide the Performance Bond to insure payment for all labor and materials for this project to the Trustee within 30 days.

The Bidder agrees to complete all work described in this Bid Document on or before the end of thirty (30) months following the execution of the Bankruptcy Court approved Master Services Agreement.

Respectfully submitted,

(Company)

By: _____

(Name and Title)

Date: _____