




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.




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Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0307

ID: ESR08071800000000562

Ver.: 1

Function: New

Phase: Final

Modified by batch , 08/07/2018

Header  2

General Information

Contact

Default Values

Discount


Document Information

Procurement Folder: 476134

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0307

Vendor ID: 000000162472 

SO Doc ID: DEV1900000006

Legal Name: RECLAIM COMPANY LLC


Published Date: 8/1/18

Alias/DBA:

Close Date: 8/7/18



Total Bid: \$1,487,856.90

Close Time: 13:30

Response Date: 08/07/2018 

Status: Closed

Response Time: 12:55

Solicitation Description: Addendum 1-Demolition and  
Removal of Debris - Region 2   


Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 476134

Solicitation Description : Addendum 1-Demolition and Removal of Debris - Region 2

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-07 13:30:00	SR      0307   ESR08071800000000562	1

VENDOR

000000162472

RECLAIM COMPANY LLC

Solicitation Number:    CRFQ   0307      DEV19000000006

Total Bid :      \$1,487,856.90                      Response Date:    2018-08-07                      Response Time:    12:55:48

Comments:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation





Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
09 — Construction

Proc Folder: 476134

Doc Description: Addendum 1-Demolition and Removal of Debris - Region 2

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-01	2018-08-07 13:30:00	CRFQ 0307 DEV1900000006	2

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Reclaim Company LLC

P.O Box 2162

Fairmont, WV-26555

304-366-7070

#### FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN # 26-0627949

DATE 08/06/2018

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Addendum**

Addendum 1 issued for the following:

1. To publish vendor questions and agency answers.
2. To attach revised Exhibit A Pricing Page.
3. To attach revised Demo Region 2 List.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Commerce to establish a contract to execute the inspection, sampling, testing, removal, containing, and transportation of any asbestos containing materials (ACM), hazardous materials, and the demolition and removal of private property debris, public, private, commercial structures, and appurtenances that pose an imminent threat to the health and safety to the public, and are considered to be a blight on the communities in which they are located, and as are specifically designated to be cleared by the Division of Commerce in Fayette and Nicholas Counties.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		WV DEVELOPMENT OFFICE	
DEPT OF COMMERCE FINANCE DIVISION		ADMINISTRATION	
BLDG 3 SUITE 800		11900 KANAWHA BLVD E BLDG 3 SUITE 800	
1900 KANAWHA BLVD E		CHARLESTON WV 25305-0311	
CHARLESTON	WV25305	CHARLESTON	WV 25305-0311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Demolition services	0.00000	LS		\$1,487,856.90

Comm Code	Manufacturer	Specification	Model #
72141510			

**Extended Description :**

\*\*\*If Vendor is submitting bid online, Vendor must upload and attach the Exhibit A Pricing Page. Total Bid Amount from the Exhibit A Pricing Page is the amount Vendor is to enter into wvOASIS commodity line when submitting online.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** CRFQ-0307 DEV1900000006

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

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

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

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

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

Reclaim Company LLC

Company



Authorized Signature

8/6/2018

Date

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

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

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Reclaim Company LLC

Contractor's License No.: WV- 042918

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

Revised 06/08/2018

## **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Reclaim Company LLC

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Reclaim Company self performing the work	

*ASW*

Attach additional pages if necessary

**REQUEST FOR QUOTATION  
ASBESTOS INSPECTIONS, TESTING, AND ABATEMENT, HAZARDOUS WASTE  
REMOVAL, PERSONAL PROPERTY DEBRIS REMOVAL, AND DEMOLITION OF BLIGHT  
STRUCTURES IN WEST VIRGINIA**

**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Commerce to establish a contract to execute the inspection, sampling, testing, removal, containing, and transportation of any asbestos containing materials (ACM), hazardous materials, and the demolition and removal of private property debris, public, private, commercial structures, and appurtenances that pose an imminent threat to the health and safety to the public, and are considered to be a blight on the communities in which they are located, and as are specifically designated to be cleared by the Division of Commerce in Greenbrier, Webster, Pocahontas, Summers and Monroe Counties.

The Vendor shall sample, test, remove, contain, and transport any asbestos containing material (ACM) from structures or personal property debris that are identified for demolition by the County of such homes, buildings, private property, public buildings, and appurtenances that are storm related and storm generated. The Vendor shall demolish and dispose of all, or a portion of certain identified properties. Vendor shall demolish and remove single and multi-story foundational structures and filling in basements and crawl spaces, and reseed to reclaim worksite.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

  - 2.1 "Construction Services"** means demolition and reclamation services as more fully described in the Project Plans.
  - 2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed.

## **REQUEST FOR QUOTATION**

### **Demolition and Reclamation Services**

In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
  - 4.2. Valid West Virginia Contractor's License to include Demolition and Asbestos Removal
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **AUTHORIZATION TO BEGIN WORK:** Vendor and Agency agree that Vendor will not begin work on any site identified in the contract until vendor receives an approved and executed delivery order from the State. A delivery order containing the specific sites for which work is authorized, will be issued after the Vendor meets with State representatives, at each site to be included in the delivery order. The purpose of the meeting is to establish more accurate quantities for site preparation, well drilling, and other items that may vary by site. Prices for these items will be set by the contract and only the quantities will be modified in the delivery order. Pursuant to the West Virginia Purchasing Procedures Handbook, delivery orders that exceed \$250,000.00 must be processed as a Central Delivery Order through the Purchasing Division prior to issuance. The delivery order will

also contain a deadline for completion of the work at each site. Failure to complete the work by the established deadline will result in the imposition of liquidated damages.

9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

10. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

**X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

**Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

#### 11. CONDITIONS OF THE WORK

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Saturday during normal business hours excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

- |           |  |
|-----------|--|
| 10.4.1.1. | Property will be clear of all Debris.  |
| 10.4.1.2. | Property will be leveled and smoothed.   |
| 10.4.1.3. | Property will have fresh grass seed and straw placed down on all areas that were disturbed by equipment. |



**REQUEST FOR QUOTATION**  
**Demolition and Reclamation Services**

- 10.4.1.4.** Property must be approved by County Homeland Security and Emergency Management Representative before being considered clear.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**12. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**13. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Steve GAbbert

**Telephone Number:** 304-366-7070

**Fax Number:** 304-816-0194

**Email Address:** sgabbert@reclaimco.com

Exhibit A  
Pricing Page - Revised for Addendum 1

**UNIT PRICE CONTRACT FOR DEMOLITION, DEBRIS REMOVAL, ASBESTOS ABATEMENT, AND HAZARDOUS MATERIAL REMOVAL -  
REGION 2**

	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QTY	EXTENDED COST
001	Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulares, etc.)	Square Foot	\$ 5.80	195,000	\$ 1,131,000.00
002	Removal of Personal Property Debris (Structures that have been previously demolished but not removed).	Cubic Yard	\$ 20.00	75	\$ 1,500.00
003	Removal of Munciple Waste and Woody and Vegetative Debris.	Cubic Yard	\$ 20.00	20	\$ 400.00
004	sealing, Filling In, and/or Capping Underground Wells	Cubic Yard	\$ 3.00	32500	\$ 97,500.00
005	Draining, Removal, and Backfilling of Septic Tanks	Per Tank	\$ 575.00	65	\$ 37,375.00
006	Sealing, Filling In, and/or Capping Underground Wells	Per Well	\$ 700.00	65	\$ 45,500.00
007	Removal of External Propane or Fuel Oil Tanks	Per Tank	\$ 0.01	65	\$ 0.65
008	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures.	Per Structure	\$ 270.00	195	\$ 52,650.00
009	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished).	Per Structure	\$ 0.75	75	\$ 56.25
010	Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line item includes Personal Property Debris.	Square Foot	\$ 15.00	4875	\$ 73,125.00
011	Inspection, Sampling, Testing, and Documentation of Hazardous Materials.	Per Structure	\$ 125.00	195	\$ 24,375.00
012	Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill.	Per Structure	\$ 125.00	195	\$ 24,375.00
	<b>TOTAL BID AMOUNT =</b>				<b>1,487,856.90</b>

\*Total bid amount includes all delivery and transportation costs. Estimated Quantities are for bidding and evaluation purposes only. The quantity used may be more or less than the stated estimated quantities.

## **EXHIBIT B**

### **GENERAL BID ITEM DESCRIPTIONS**

**Item 001** refers to the demolition and removal of any structure that includes, but is not limited to; single or multiple story brick, block, log, or timber frame public, private, or commercial structure, single wide trailers, double wide trailers, and modular homes. The unit of measure for this item will be by the square foot. All square footage will be determined by a State appointed monitor.

**Item 002** refers to the removal of personal property debris piles that were, as identified by the County Assessor, considered to be homes and/or businesses that were previously demolished, but never removed. The unit of measure will be by the cubic yard. All cubic yard measurements will be determined by a State appointed monitor.

**Item 003** refers to the removal of municipal was and woody and vegetative debris located on the property that demolition operations are being conducted. The unit of measure will be by the cubic yard. All cubic yard measurements will be determined by a State appointed monitor.

**Item 004** refers to the filling in of below ground basements and crawlspaces. The contractor will be responsible for providing all fill materials. The unit of measure for this item will be by the square foot. All square footage will be determined by a State appointed monitor.

**Item 005** refers to the draining, removal, and backfilling of any septic tank located on the property that demolition operations are being conducted. The unit of measure for this item will be by the tank.

**Item 006** refers to the sealing, filling in, and/or capping of underground water wells located on the property that demolition operations are being conducted. The unit of measure for this item will be by the well.

**Item 007** refers to the removal and proper disposal of external propane or fuel oil tanks located on the property that demolition operations are being conducted. The unit of measure for this item will be by the tank.

**Item 008** refers to the inspection, sampling, testing, and documentation of asbestos containing materials in all standing structures identified for demolition by the County. These include, but are not limited to; single wide trailers, double wide trailers, modular homes, single story, and multiple story private, public, and commercial structures. The unit of measure for this item will be per structure.

**Item 009** refers to the inspection, sampling, testing, and documentation of asbestos containing material of personal property debris piles that were, as identified by the County Assessor, considered to be homes and/or businesses that were previously demolished, but never removed. The unit of measure will be by the cubic yard. All cubic yard measurements will be determined by a State appointed monitor.

**Item 010** refers to the removal, containment, and transportation of asbestos containing material to an approved and properly licensed sanitary landfill. Line item includes personal property debris piles. The unit of measure will be by the cubic yard. All cubic yard measurements will be determined by a State appointed monitor.

**Item 011** refers to the inspection, sampling, testing, and documentation of hazardous materials in all standing structures identified for demolition by the County. These include, but are not limited to; single wide trailers, double wide trailers, modular homes, single story, and multiple story private, public, and commercial structures. The unit of measure for this item will be per structure.

**Item 012** refers to the removal, containment, and transportation of hazardous material to an approved and properly licensed sanitary landfill. The unit of measure for this item will be per structure.

## DEMO REGION 2 LIST - REVISED for Addendum 1

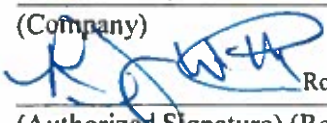
Street Number	Street Name	Street Suffix	Street Direction	City	County	Parcel ID	Property Type
2569	Richwood	Road		Fenwick	Nicholas		
144	Pillsbury Creek	Road		Nallen	Nicholas		
48	BFG	Street		Richwood	Nicholas		
24	Birch	Street		Richwood	Nicholas		
28	Birch	Street		Richwood	Nicholas		
35	Boggs	Avenue		Richwood	Nicholas		
35 1/2	Boggs	Avenue		Richwood	Nicholas		
39	Boggs	Avenue		Richwood	Nicholas		
10	Cherry River	Plaza		Richwood	Nicholas		
7	Chestnut	Street		Richwood	Nicholas		
13	Chestnut	Street		Richwood	Nicholas		
17	Chestnut	Street		Richwood	Nicholas		
16	E. Cranberry	Street		Richwood	Nicholas		
24	E. Cranberry	Street		Richwood	Nicholas		
50	E. Cranberry	Street		Richwood	Nicholas		
62	E. Cranberry	Street		Richwood	Nicholas		
66	E. Cranberry	Street		Richwood	Nicholas		
116	Front	Street		Richwood	Nicholas		
128	Front	Street		Richwood	Nicholas		
135	Front	Street		Richwood	Nicholas		
33	Green	Street		Richwood	Nicholas		
24	Hemlock	Street		Richwood	Nicholas		
26	Hemlock	Street		Richwood	Nicholas		
268	Johnstown	Road		Richwood	Nicholas		
65	Junior	Street		Richwood	Nicholas		
81	Junior	Street		Richwood	Nicholas		
5	Laurel	Street		Richwood	Nicholas		
11	Laurel	Street		Richwood	Nicholas		
53	W. Main	Street		Richwood	Nicholas		
55	W. Main	Street		Richwood	Nicholas		
85	E. Main	Street		Richwood	Nicholas		
19	Maple	Street		Richwood	Nicholas		
20	Maple	Street		Richwood	Nicholas		
28	Maple	Street		Richwood	Nicholas		
36	Maple	Street		Richwood	Nicholas		
50	Maple	Street		Richwood	Nicholas		
51	Maple	Street		Richwood	Nicholas		
55	Maple	Street		Richwood	Nicholas		
112	Maple	Street		Richwood	Nicholas		

124	Maple	Street		Richwood	Nicholas		
160	Maple	Street		Richwood	Nicholas		
162	Maple	Street		Richwood	Nicholas		
165	Maple	Street		Richwood	Nicholas		
171	Maple	Street		Richwood	Nicholas		
9	Morris	Avenue		Richwood	Nicholas		
10	Morris	Avenue		Richwood	Nicholas		
15	Morris	Avenue		Richwood	Nicholas		
18	Morris	Avenue		Richwood	Nicholas		
11	School	Street		Richwood	Nicholas		
18	Spruce	Street		Richwood	Nicholas		
55	Spruce	Street		Richwood	Nicholas		
57	Spruce	Street		Richwood	Nicholas		
21	W. Walnut	Street		Richwood	Nicholas		
25	E. Walnut	Street		Richwood	Nicholas		
30	W. Walnut	Street		Richwood	Nicholas		
31	E. Walnut	Street		Richwood	Nicholas		
32	W. Walnut	Street		Richwood	Nicholas		
33	E. Walnut	Street		Richwood	Nicholas		
36	W. Walnut	Street		Richwood	Nicholas		
37	E. Walnut	Street		Richwood	Nicholas		
46	E. Walnut	Street		Richwood	Nicholas		
48	W. Walnut	Street		Richwood	Nicholas		
52	W. Walnut	Street		Richwood	Nicholas		
1132	Hutchinson Branch	Road		Summersville	Nicholas		

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert J Williams III, President  
\_\_\_\_\_  
(Name, Title)  
Robert J Williams III, President  
\_\_\_\_\_  
(Printed Name and Title)  
P.O Box 2162, Fairmont, WV-26555  
\_\_\_\_\_  
(Address)  
304-366-7070/304-816-0194  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
rj@reclaimco.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Reclaim Company LLC  
\_\_\_\_\_  
(Company)  
 Robert J Williams III, President  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Robert J Williams III, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

8/6/2018  
\_\_\_\_\_  
(Date)

304-366-7070 / 304-816-0194  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 0307 DEV1900000006**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Reclaim Company LLC

Company

Authorized Signature

8/6/2018

Date

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





State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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

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

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

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

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

WV-72

Approved / Revised 08/01/15

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code § 21-1D-7b*, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: CRFQ 0307 DEV1900000006

Contract Purpose: Demolition and removal of debris for Region 2

Agency Requesting Work: Department of Administration, Purchasing Division, Charleston, WV

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of *West Virginia Code § 21-1D-5* was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Reclaim Company LLC

Vendor Telephone: 304-366-7070

Vendor Address: P.O Box 2162  
Fairmont, WV-26555

Vendor Fax: 304-816-0194

Vendor E-Mail: rj@reclaimco.com



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Marion, **TO-WIT:**

I, Robert J Williams III, after being first duly sworn, depose and state as follows:

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Robert J Williams III

Signature: 

Title: President

Company Name: Reclaim Company LLC

Date: 8/6/2018

Taken, subscribed and sworn to before me this 6th day of Aug, 2018.

By Commission expires 2/9/22

(Seal)



  
(Notary Public)

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

West Virginia Division of  
Agency Commerce  
REQ.P.O#

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Reclaim Company, LLC  
of Fairmont West Virginia, as Principal, and Aegis Security Insurance Company  
of Harrisburg Pennsylvania, a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State of West Virginia, as Obligor, in the penal sum of Five Percent of Amount Bid (\$5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Demolition and Removal of Debris for Region 2 (Nicholas County), CRFQ 0307 DEV1900000006

**NOW THEREFORE,**

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 7th day of August, 2018.

Principal Seal

Reclaim Company, LLC

(Name of Principal)

By

(Must be President, Vice President, or  
Duly Authorized Agent)

President

(Title)

Surety Seal

Aegis Security Insurance Company

(Name of Surety)

Jay E. Black, Attorney-in-Fact

**IMPORTANT** - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

**THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED  
POWER CERTIFICATE NO. PA 178**

**AEGIS SECURITY INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **BRIAN F. JEFFE, JAY E. BLACK, BRIAN G. HARTMAN, JOSEPHINE M. STREYLE, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4<sup>th</sup> day of February, 1993.

**"Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

**"Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 23<sup>rd</sup> day of April, 2018.

AEGIS SECURITY INSURANCE COMPANY

By:

*W. J. Wollyung, III*

W. J. WOLLYUNG, III  
President



Commonwealth of Pennsylvania        }  
  } s.s.: Harrisburg  
County of Dauphin                        }

On this 23<sup>rd</sup> day of April, 2018, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

*Jeanne LP Tennis*

JEANNE LP TENNIS  
Notary Public  
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 7<sup>th</sup> day of August, 2018.

*Rebecca J. Liddick*

REBECCA J. LIDDICK  
Secretary



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Reclaim Company LLC

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

Date: 8/6/2018

State of West Virginia

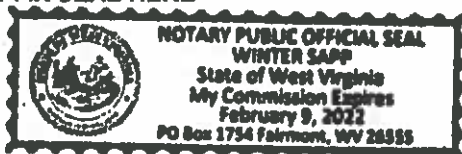
County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 6th day of August, 2018.

My Commission expires 2/9, 2022

AFFIX SEAL HERE

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



Purchasing Affidavit (Revised 01/19/2018)



## State of West Virginia

**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

## 1. Application is made for 2.5% vendor preference for the reason checked:



Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,



Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,



Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

## 2. Application is made for 2.5% vendor preference for the reason checked:



Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

## 3. Application is made for 2.5% vendor preference for the reason checked:



Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

## 4. Application is made for 5% vendor preference for the reason checked:



Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

## 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:



Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

## 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:



Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

## 8. Application is made for reciprocal preference.



Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Reclaim Company LLC

Signed: 

Date: 8/6/2018

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



# RECLAIM

Reclaim Company, LLC 200 8<sup>th</sup> street Fairmont, WV 26554

Mr. Michelle L Childers  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON, WV-25305

RE: Vendor Preference

PROJECT : Demolition and removal of debris for Region 2 (CRFQ 0307 DEV1900000006)

Dear Mr. Michelle

Reclaim Company, LLC appreciates the opportunity to submit this proposal to the department of administration purchasing division, Charleston, WV for the project "Demolition and removal of debris for Region 1" .

We are MBE/DBE certified demolition and asbestos abatement contractor located in Fairmont WV. As mentioned in specification **(15. Vendor preferences)** we would like to be the preferred local vendor for this project.

If you have any questions or additional information , Please contact us.

Sincerely,

Robert J, Williams III

President

[rj@reclaimco.com](mailto:rj@reclaimco.com) or (304-366-7070)

200,8<sup>th</sup> street

Fairmont, WV-26555





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/24/2017

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

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

<b>PRODUCER</b> WesBanco Insurance Services 2100 National Rd Wheeling WV 26003		<b>CONTACT NAME:</b> Robin Roberts <b>PHONE (A/C No. Ext.):</b> (304) 234-6100 <b>FAX (A/C No.):</b> (304) 234-6102 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> RECLAIM COMPANY LLC WESWATER CAPITAL LLC PO BOX 2162 FAIRMONT WV 26555		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: BrickStreet Mutual Ins Co. NAIC # 12372 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 WC Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist Bl single \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1008977	8/20/2017	8/20/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>USL&amp;H</b>			WCB1008977	08/20/2017	08/20/2018	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Verification of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Bid Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  James Williams/RXR

Client#: 1514322

RECLAICO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2018

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

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

<b>PRODUCER</b> <b>USI Insurance Svcs MVB CL</b> <b>48 Donley Street, Suite 703</b> <b>Morgantown, WV 26501</b> <b>304 598-5678</b>		<b>CONTACT NAME:</b> Denise A Deem <b>PHONE (A/C, No, Ext):</b> 304-381-3426 <b>FAX (A/C, No):</b> 304-381-3430 <b>E-MAIL ADDRESS:</b> denise.deem@usi.com															
<b>INSURED</b> <b>Reclaim Company LLC</b> <b>PO Box 2162</b> <b>Fairmont, WV 26555</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Crum &amp; Forster Specialty Insurance Co.</td> <td>44520</td> </tr> <tr> <td><b>INSURER B:</b> Motorists Mutual Insurance Company</td> <td>14621</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Crum & Forster Specialty Insurance Co.	44520	<b>INSURER B:</b> Motorists Mutual Insurance Company	14621	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Pollution Liability</b> <input checked="" type="checkbox"/> <b>Professional Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			EPK123003	06/11/2018	06/11/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			3330987470	06/11/2018	06/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX110835	06/11/2018	06/11/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EPK123003	06/11/2018	06/11/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Commercial P</b>			3330987470	06/11/2018	06/11/2019	

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

## CERTIFICATE HOLDER

## CANCELLATION

For Bidding Purposes Only

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

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2016/03) 1 of 1  
 #S23259734/M23258965

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AOSZP

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV042918

**Classification:**

GENERAL ENGINEERING  
SPECIALTY  
DEMOLITION

RECLAIM COMPANY LLC  
DBA RECLAMATION COMPANY  
PO BOX 2162  
FAIRMONT, WV 26555

**Date Issued**

**Expiration Date**

AUGUST 21, 2018

AUGUST 21, 2019

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

# ***State of West Virginia***

Bureau for Public Health  
Office of Environmental Health Services  
Radiation, Toxics and Indoor Air Division

This is to certify that

**Reclaim Company, LLC**

**P.O. Box 2162**

**Fairmont, WV 26555**

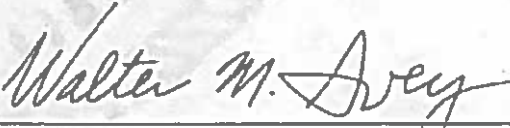
Has complied with Chapter 16, Article 32, of the Asbestos Abatement Licensing  
Rules and Regulations and is hereby licensed as an  
Asbestos Contractor.

Asbestos Contractor Number:

**AC002579**

***Issued:***     **12/19/2017**

***Expires:***     **12/31/2018**



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**Walter M. Ivey, Director  
Office of Environmental Health Services**

Exhibit A  
Pricing Page - Revised for Addendum 1

	A	B	C	D	E	F
1	UNIT PRICE CONTRACT FOR DEMOLITION, DEBRIS REMOVAL, ASBESTOS ABATEMENT, AND HAZARDOUS MATERIAL REMOVAL - REGION 2					
2		DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QTY	EXTENDED COST
3	001	Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulares, etc.)	Square Foot	\$ 5.80	195,000	\$ 1,131,000.00
4	002	Removal of Personal Property Debris (Structures that have been previously demolished but not removed).	Cubic Yard	\$ 20.00	75	\$ 1,500.00
5	003	Removal of Municiple Waste and Woody and Vegetative Debris.	Cubic Yard	\$ 20.00	20	\$ 400.00
6	004	sealing, Filling In, and/or Capping Underground Wells	Cubic Yard	\$ 3.00	32500	\$ 97,500.00
7	005	Draining, Removal, and Backfilling of Septic Tanks	Per Tank	\$ 575.00	65	\$ 37,375.00
8	006	Sealing, Filling In, and/or Capping Underground Wells	Per Well	\$ 700.00	65	\$ 45,500.00
9	007	Removal of External Propane or Fuel Oil Tanks	Per Tank	\$ 0.01	65	\$ 0.65
10	008	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures.	Per Structure	\$ 270.00	195	\$ 52,650.00
11	009	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished).	Per Structure	\$ 0.75	75	\$ 56.25
12	010	Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line item includes Personal Property Debris.	Square Foot	\$ 15.00	4875	\$ 73,125.00
13	011	Inspection, Sampling, Testing, and Documentation of Hazardous Materials.	Per Structure	\$ 125.00	195	\$ 24,375.00
14	012	Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill.	Per Structure	\$ 125.00	195	\$ 24,375.00
15		TOTAL BID AMOUNT =				1,487,856.90
16	*Total bid amount includes all delivery and transportation costs. Estimated Quantities are for bidding and evaluation purposes only. The quantity used may be more or less than the stated estimated quantities.					