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Welcome, Alisha S Pettit

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Solicitation Response(SR)

Dept: 0307

ID: ESR08131900000000851

Ver.: 1

Function: New

Phase: Final

Modified by batch , 08/13/2019

Header 1

[List View](#)

**General Information**

[Contact](#)

[Default Values](#)

[Discount](#)

[Document Information](#)

Procurement Folder: 608666

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0307

Vendor ID: VS0000013216



SO Doc ID: DEV2000000004

Legal Name: Thompson Construction Group Inc

Published Date: 8/6/19

Alias/DBA:

Close Date: 8/13/19

Total Bid: \$3,480,384.26

Close Time: 13:30

Response Date: 08/13/2019



Status: Closed

Response Time: 12:37

Solicitation Description: Addendum 1 - Greenbrier Stick Built Reconstruction

Total of Header Attachments: 1

Total of All Attachments: 1





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

State of West Virginia  
Solicitation Response

Proc Folder : 608666

Solicitation Description : Addendum 1 - Greenbrier Stick Built Reconstruction

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-13 13:30:00	SR      0307    ESR08131900000000851	1

VENDOR

VS0000013216

Thompson Construction Group Inc

Solicitation Number:    CRFQ    0307      DEV20000000004

Total Bid :      \$3,480,384.26                      Response Date:    2019-08-13                      Response Time:    12:37:05

Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Residential building construction services				\$3,480,384.26

Comm Code	Manufacturer	Specification	Model #
72110000			

Extended Description :	Residential building construction services
------------------------	--



# Request for Proposal

## Reconstruction of Stick Built Homes

CRFQ DEV 2000000004

Reconstruction Program  
Post-Disaster Residential  
Property Reconstruction Services

Thompson Construction Group, Inc.  
100 North Main Street  
Sumter, SC 29150  
800.849.8040 Toll-Free  
803.775.3357 Fax



**Thompson**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Thompson Construction Group, Inc.  
of Sumter, SC, as Principal, and Continental Casualty Company  
of Chicago, IL, a corporation organized and existing under the laws of the State of  
IL with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, 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 DEV2000000004 Greenbrier Stick Built Reconstruction

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 Obligee 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 13th day of August, 2019.

## Principal Sea!

Thompson Construction Group, Inc.

(Name of Principal)

By

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

Director of Finance

(Title)

Continental Casualty Company

(Name of Surety)

**By:**

Rebecca E. Cano

### 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.**

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Rebecca E. Cano , Individually**

of Columbia, SC their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond

Principal: Thompson Construction Group, Inc.

Obligee: Department of Administration Purchasing Division

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



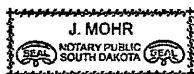
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13th day of August, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2019

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).

PRODUCER <b>USI Insurance Services, LLC-CL</b> 1301 Gervais St., Suite 500 Columbia, SC 29201 803 602-3020	CONTACT NAME: <b>Aura Lewis</b>	
	PHONE (A/C, No, Ext): <b>803-602-3014</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>aura.lewis@usi.com</b>	
INSURED <b>Thompson Construction Group, Inc.</b> 100 N. Main Street Sumter, SC 29150	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # <b>16535</b>
	INSURER B : Travelers Property Cas. Co. of America	<b>25674</b>
	INSURER C : Greenwich Insurance Company	<b>22322</b>
	INSURER D : Lloyd's of London	<b>85202</b>
	INSURER E :	
	INSURER F :	

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO038165103	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <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		BAP038165203	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		ZUP41M5962118NF	07/01/2018	07/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC038165003	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liab		PEC0047733	07/01/2018	07/01/2019	\$5,000,000
D	Professional		PTHOM001518	07/01/2018	07/01/2019	\$2,000,000
D	Professional		PTHOM001618	07/01/2018	07/01/2019	\$3,000,000

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

Proc: 568703

Job: Construction Contract for Stick build 4 Bdrm 2 Bath

Certificate Holder shall be included as additional insureds under General Liability, Auto Liability and Umbrella policies on a primary and noncontributory basis, if required by written/executed contract. Blanket waiver of subrogation applies under General Liability, Auto Liability, Umbrella, and Workers Compensation policies when required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

State of West Virginia 2019 Washington Street East Charleston, WV 25305	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 <i>Kenneth Paylor</i>



## **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: Thompson Construction Group, Inc.

Contractor's License No.: WV- WV 055107

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.



# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:



Classification:

ELECTRICAL  
GENERAL BUILDING  
PIPING  
MANUFACTURED HOME INSTALLATION

THOMPSON CONSTRUCTION GROUP INC  
DBA THOMPSON CONSTRUCTION GROUP INC  
100 N MAIN ST  
SUMTER, SC 29150

Date Issued

Expiration Date

JUNE 15, 2019

JUNE 15, 2020

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  
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: DEV 2000000004Contract Purpose: Construction Contract for Stick Built HomesAgency Requesting Work: Department of Administration - Purchasing Division

**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: Thompson Construction Gp., Inc.Vendor Telephone: 803-773-8005Vendor Address: C. Curtis Hutto

Vendor Fax: \_\_\_\_\_

100 N. Main St.Vendor E-Mail: chutto@thompsonind.comSumter, SC 29150



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

**STATE OF ~~WEST VIRGINIA~~ SOUTH CAROLINA**

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

I, C. Curtis Hutto, after being first duly sworn, depose and state as follows:

1. I am an employee of Thompson Construction Group, Inc.; and,  
(Company Name)
2. I do hereby attest that Thompson Construction Group, Inc.  
(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: C. Curtis Hutto

Signature: 

Title: CFO

Company Name: Thompson Construction Group, Inc.

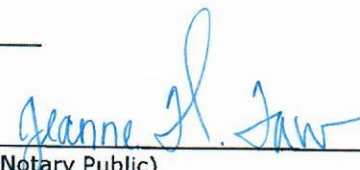
Date: April 15, 2019

Taken, subscribed and sworn to before me this 15 day of April, 2019.

By Commission expires May 13, 2019

(Seal)



  
(Notary Public)

THOMPSON CONSTRUCTION GROUP, INC. POLICY MANUAL						Policy No HR011	Page 1 of 11
Written By	Approved By	Issue Date	Rev. No.	Rev. Date	Subject  DRUG POLICY		
Janice Poplin	Greg Thompson	April 2007	5	Aug 2017			

A. Purpose

This policy provides for a safe and healthful workplace for each of our employees. The costs of alcohol and drug abuse are both human and economic. Alcohol and drug abuse has been linked to increased accidents and injuries both on and off the job, increased illness, absenteeism, tardiness, lowered productivity, diminished judgment, lowered morale among co-workers and increased costs. Alcohol and drug abusers threaten not only their safety, health and job security, but also all that of their co-workers.

B. Applicability

Extends to and shall be complied with by all applicants and employees of Thompson Construction Group and its subsidiaries, subcontractors, and divisions current and future.

C. Policy

Employees are our most valuable resource, with their safety and health being a paramount concern. We are committed to provide a safe work environment, to protect life and property, and to minimize, to the fullest extent possible, accident or injuries. Consistent with this commitment, the Company expects employees to report for work in proper condition to perform their assigned duties.

All employees are expected to be in full compliance with the law at all times in their conduct of Company business. However, the policy of Thompson Construction Group goes beyond this fundamental goal. This Company has a responsibility to its customers, owners, and employees.

Pre-employment Alcohol and Drug Screening

Applicants are required to successfully complete a screening for alcohol and/or drugs before they are employed.

On-the-Job Use, Influence, Possession or Distribution of Alcohol or Drugs

Thompson Construction Group strictly prohibits the use, possession, bringing onto Company property, transportation, concealment, promotion or sale of any of the substances defined in this policy. Said prohibition includes any time

- when employee is on Company business or time;
- any time between the beginning and the end of the employee's workday regardless of whether the employee is "on duty" or on Company business or property at the time;
- and/or whenever the employee is on the Company's property and/or premises (including Company vehicle) regardless of purpose.

Prohibited substances include:

- a) Alcoholic Beverages – except as specified below.
- b) Illegal Drugs – including but not limited to unauthorized controlled substances, designer drugs, synthetic drugs, look-alikes and any other drug or substance which may affect or alter an employee's senses, responses and/or motor functions.
- c) Prescription Drugs – except as specified below.

THOMPSON CONSTRUCTION GROUP, INC. POLICY MANUAL					Policy No HR011	Page 2 of 11
Written By	Approved By	Issue Date	Rev. No.	Rev. Date	Subject  DRUG POLICY	
Janice Poplin	Greg Thompson	April 2007	5	Aug 2017		

NOTE: For the purpose of this policy, the presence of any detectable amount of any prohibited substance in the employee's blood or urine shall constitute possession unless the Company's physician determines that further analysis is warranted.

#### Alcoholic Beverages

It is not the intent of Thompson Construction Group to prohibit the lawful possession or use of alcoholic beverages strictly off the job and off of the Company's premises (includes Company vehicle) when such use does not affect or pose a risk to the employee's job performance or safety or the safety of other employees. Nor is it the intent of Thompson Construction Group to prohibit the possession or responsible use of alcoholic beverages at work related or Company-sponsored social occasions where the Company authorizes or allows the possession and/or use of alcoholic beverages, including but not limited to such business-related social occasions as customer entertainment, Company-sponsored parties, "social hours" at business conferences and meetings, etc.

Any off-the-job use of alcohol that affects or poses a risk to the employee's job performance or safety or to the safety of other employees is strictly prohibited. Likewise, any use of alcohol at work-related or Company-sponsored social occasions that interferes or poses a risk to the employee's job performance or safety or to the safety of other employees is strictly prohibited.

#### Alcohol Prohibited Conduct (same as DOT Standard)

The following shall be considered "prohibited conduct" for purposes of this policy:

- No employee shall report for duty or remain on duty while having an alcohol concentration of .04 or greater.
- No employee shall be on duty to operate a vehicle while the driver possesses alcohol
- No employee shall use alcohol while performing safety-sensitive functions
- No employee shall perform safety-sensitive functions within four (4) hours after using alcohol
- No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first
- If an employee refuses to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test they will be terminated immediately
- No employee shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle

If an employee engages in prohibited conduct, they are not qualified to drive a commercial motor vehicle and shall be immediately removed from service.

#### Prescription Drugs

It is not the intent of Thompson Construction Group to prohibit or limit the proper use of lawfully prescribed drugs by the employee for whom such drugs are prescribed. However, it is an unfortunate fact that prescription drugs are sometimes abused and taken in excess of

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recommended dosages or taken by persons other than the one for whom they are prescribed. Also, some prescription drugs can be mind altering and/or adversely affect employee reactions or judgment. Many prescription drugs can cause drowsiness that can be hazardous if the employee is around machinery or is operating a vehicle. Therefore, it is necessary for Thompson Construction Group to adopt the following requirements regarding the possession and use of prescription drugs.

The use and/or possession of prescription drugs is not prohibited provided the following conditions are met:

1. The prescription drugs must be prescribed for the employee by a practicing physician in a physician/patient relationship with the employee and must be prescribed as treatment of a medical condition.
2. The use of the prescription drug must not impair the employee's functions in any way so as to create or interfere with the employee's ability to safely perform their job.
3. The prescribed drug may be brought onto the Company's premises or property in order to be taken by the employee while at work in accordance with the physician's instructions provided:
  - a) The medication is in its original vial or container and shall be labeled so as to show the name of the medication, the name of the person for whom the medication is prescribed, the correct dosage, the doctor's name, the prescription number, the pharmacist's name and any applicable warning.
  - b) The medication shall not be older than one year from the issuance date.
  - c) The employee shall possess only a reasonable amount of medication only for that work period.
4. If prescription drugs are used either on or off the job that might affect the employee's senses, response, motor functions, perception or judgment on the job, the employee shall notify their supervisor of that fact before commencing work.

#### Drug Use Prohibitions

- a) The sale, possession, manufacture, distribution, dispensation, use or purchase of drugs on Company property or during working time is against Company policy and will result in immediate discharge.
- b) For the purpose of this policy, an employee is presumed to be under the influence of drugs if a urinalysis or another accepted testing procedure shows a forensically acceptable positive quantum of proof of drug usage.

#### Drug Testing

Testing shall be performed in any of the following instances:

- a) Testing of employees
  1. All applicants, as a condition of employment, will be tested for substance abuse before being placed on a job. Applicants who refuse to be tested or who test positive for drugs will be refused employment.
  2. Employees will be tested randomly,



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3. Any employee involved in an on-the-job accident resulting in damage to equipment or if the employee or any other person is referred or treated by an outside medical facility or doctor will be required to submit to drug screening if there is a reasonable basis for believing that drug use by the reporting employee could have contributed to the injury or illness.
4. Employees will be asked to submit to a test if cause exists to indicate that their health or ability to perform work may be impaired. Factors which would establish cause include, but are not limited to:
  - a. Sudden changes in work performance
  - b. Repeated failure to follow instructions or operating procedures
  - c. Violation of Company safety policies or failure to follow safe work practices
  - d. Being involved in an accident
  - e. Negligence or carelessness
  - f. Discovery or presence of drugs in an employee's possession or near the employee's work place
  - g. Odor of, and/or residual odor peculiar to some chemical or psychoactive substance
  - h. Unexplained and/or frequent absenteeism
  - i. Unusual, irrational, or erratic behavior
  - j. Arrest for a drug related crime
5. If a supervisor trained in compliance with recognition of Drug and Alcohol believes cause exists, the supervisor shall report their findings and personal observations to the Human Resources or Safety personnel for that job site. The employee will then be asked to consent to a test.
6. Employee will be tested at a minimum of once each year.
7. Commercial vehicle operator drivers shall also be subject to testing as required by federal and state statutes or regulations relating to license and/or occupation.
8. Employee will be tested when required by Customer.
9. Employees will also be tested as a part of, and within twelve (12) months following completion of alcohol and/or drug rehabilitation program.

#### **DOT Random Testing**

**The Company conducts random drug and alcohol testing. The Company or its agents will submit all drivers' names to a random selection system. The random selection system provides an equal chance for each driver to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The Company will drug test, at a minimum, 50 percent of the average number of driver positions in each calendar year or at a rate established by the Department of Transportation for the given year. The Company can select a minimum higher than the average number of driver positions in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year.**

**Random selection, by its very nature, may result in drivers being selected in successive selections or more than once a calendar year. Alternatively, some drivers may not be selected in a calendar year.**

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If a driver is selected at random, for either drug or alcohol testing, a Company official will notify the driver. Once notified, every action the driver takes must lead to a collection. If the driver engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

#### DOT Post-Accident Testing

The driver must submit to drug and alcohol testing any time he or she is involved in an accident where

- (1) a fatality is involved; or
- (2) the driver receives a citation for a moving violation arising from the accident, *and* any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs “disabling damage” (i.e., must be towed away).

Following any accident, the driver must contact the Company as soon as possible. The driver has been presented with an information card setting forth certain instructions for post-accident drug and alcohol testing. The driver shall follow the instructions contained on the information card as well as any additional instructions from the Company or its representatives.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state, or local requirements. The Company may request testing documentation from such agencies, and may ask the employee to sign a release allowing the Company to obtain such test results.

#### D. Testing Requirements

- I. All testing will be conducted by a trained Company representative or Company approved toxicology laboratory dedicated to testing for drugs and abuse. The representative and the laboratory will use chain-of-custody procedures to ensure integrity in specimen handling.
- II. A photo ID, if not personally known to the drug-testing representative, must be presented at the time of collection to ensure proper identity.
- III. The donor will be asked to empty their pockets and display the contents to the collector. They will also be asked to remove any outer clothing i.e. Jackets, coveralls, heavy coats, or hats.

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- IV. A Company Approved informed consent and release of liability form must be signed by each applicant/employee. Each applicant/employee must sign the authorization/certification section of the drug test request and chain of custody form after reading and understanding it.
- V. The results of all positive laboratory tests shall be provided to the applicant/employee if requested.
- VI. An employee testing positive on a drug test will be dismissed. The employee may be rehired after a minimum term of thirty (30) days after completing an approved employee assistance program. The employee will complete this program at their own expense. If the employee refuses treatment or fails to successfully complete the Employee Assistance Program (EAP), they will not be rehired. The employee, if rehired, will be subject to periodic, unannounced testing over a period of one year and will be required to sign an aftercare testing agreement.
- VII. An applicant or an employee having a second positive drug test during their employment at Thompson Construction Group will be terminated and not eligible for rehire for one year. To be rehired, the employee will need to show steady work experience for the past 12 months preferably with an employer who performs random drug testing and proof of completion of an approved rehabilitation program. The employee will be subject to preemployment drug testing which could include hair testing and subsequent unannounced testing for one year after date of rehire. Any employee who tests positive a third time will not ever be eligible for rehire.
- VIII. Any applicant/employee who refuses a test or who attempts to invalidate and/or circumvent it shall not be hired or will be terminated.
- IX. Because of the serious nature of this policy, all tests results will remain strictly confidential, with the exceptions listed below:  
The testing lab, Human Resources, immediate supervisor, management, Company nurse and/or physician, employee or applicant.

#### Searches

The Company reserves the right to conduct searches of its property and premises at any time and to conduct searches of the persons or personal property of all persons entering upon the Company or client's premises for the purpose of enforcing the prohibitions set forth above.

Generally, no such personal search will be conducted unless authorized by the Site Manager, President or Human Resources. However, where time is of the essence and obtaining the authorization of one of the above Company officials is not practical, such a search may be conducted if the manager/supervisor feels that compelling reasons exist to believe that such a search is warranted.

#### Prohibited Articles

It is the policy of Thompson Construction Group that the possession, transportation, concealment, promotion or sale of illegal drug paraphernalia while on Company property or the client's site, while on Company business or any time between the beginning and the end of the workday regardless of whether the employee is on duty, is prohibited. Examples of drug paraphernalia include, but are not limited to pipes used to smoke drugs, roach clips, needles and syringes, spoons used to heat or cook drugs, and roll-your-own papers.

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#### Drug Urinalysis for DOT Covered

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a SAMHSA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials: a primary vial and a secondary vial. The SAMHSA-certified laboratory will perform initial screenings on all primary vials.

In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.

All laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) designated by the Company. Negative test results shall be reported by the MRO to the Company. Before reporting a positive test result to the Company, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the Company management or official designated in advance by the Company, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately, or if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after 5 days, or if the driver cannot be contacted at all within 30 days, the MRO may verify the test as positive. After any positive verification the driver may petition the MRO to reopen the case for reconsideration.

Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Company and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial must be tested by a different SAMHSA-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test. The request for testing of a secondary specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of a positive test result.

#### Alcohol Tests for DOT covered

The Company will perform alcohol-testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath-testing device or a saliva-based testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating.

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The driver shall report to the alcohol-testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.

Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours or until their next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

#### **DOT Prior Positive Drug or Alcohol Tests**

According to Federal Motor Carrier Safety Administration and Department of Transportation Regulations, Thompson is required to perform previous employment background checks for all potential/current drivers. The former employer has 30 days to respond. According to the Regulations the previous employer has to provide Thompson with drug and alcohol information as far back as 3 years. If the employee has been hired and the previous employer's information shows the employee had a previous positive drug and/or alcohol test, the company reserves the right to terminate the employee's employment immediately.

#### Definition of Positive Test Results

A positive test result in violation of this program is defined as:

- a) a refusal to cooperate in testing;
- b) an employee's admission they have a prohibited amount of illegal or unauthorized drugs or their metabolites in their system;
- c) a Blood Alcohol Concentration of .08 or more or a positive on breath test instrument;
- d) Positive urine test
- e) Positive hair test
- f) Positive oral swab test

Any employee who engages in prohibited conduct shall at termination at their request be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the employee desires to become re-qualified for employment after thirty (30) days, the employee must be evaluated by a SAP and submit to any treatment the SAP prescribes. The costs of any SAP evaluation or prescribed treatment shall be borne by the employee. Following evaluation and treatment in order to become re-qualified, the employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such employees are also subject to follow-up testing. Follow-up testing is separate from and in addition to the Company's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to twelve (12) months following the employee's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months of follow-up testing. The Company does not guarantee or promise a position to the employee should they complete the rehabilitation and regain qualified status.

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### **Dilute specimen**

A dilute negative specimen will require a retest. A second dilute test without a medical reason carries the same consequence as testing positive. The collection for another test must be done as soon as the first results are known (no later than the following morning). Employees should be instructed not to consume fluids after 9:00 p.m. the night before collection. They should also limit fluid intake to a minimum the day of collection. It is the employee's responsibility to monitor their intake of fluids to prevent another dilute specimen.

A positive dilute is treated as positive drug test and will result in immediate termination.

### Disciplinary Action Based Breathalyzer Test

#### Alcohol (Non DOT Driver)

- a) An employee having a Breathalyzer blood alcohol level between .03 and .07 will be suspended for 5 days without pay. An employee having a blood alcohol level at .08 or above will be dismissed.
- b) An employee may be rehired after completing an approved employee assistance program. The employee will complete this program at their own expense. If the employee refuses treatment or fails to successfully complete the EAP, they will not be hired. The employee, if rehired, will be subject to periodic, unannounced testing over a period of one year and will be required to sign an aftercare testing agreement.
- c) Any employee having a second blood alcohol test above .03 during their employment at Thompson Construction Group will be terminated and not eligible for rehire for minimum of one year. A third positive drug test will result in the employee never being considered for rehire again.
- d) Any employee who refuses a test or who attempts to invalidate and/or circumvent same shall be terminated.

### Testing for Drugs (Non-DOT)

Testing for the presence of alcohol will be conducted by saliva swabs, blood-alcohol analysis, and/or alcohol breath test instrument. Screening for the presence of drugs or their metabolites will be conducted by urine tests, enzyme multiple immunoassay, hair tests, oral swabs and/or other appropriate methodology. Confirmatory testing by gas chromatography/mass spectrometry and/or other appropriate methodology will be conducted whenever the screen threshold results indicate a positive presence.

Drug screening may include, but not be limited to, substances on the following list:

Amphetamines	Cocaine	Methylenedioxymethamphetamine
Barbiturates	Methadone	Opiates/Morphine
Benzodiazepines	Methaqualone	Phencyclidine
Cannabinoids	Methamphetamine	Propoxyphene

All specimens with a confirmed positive test result will be retained by the laboratory for a period of six months. A copy of the laboratory report will be made available to the employee. Procedures to maintain the chain-of-custody and safeguard sample integrity will be followed. The employee may at their own expense arrange for the controlled transfer of a portion of the sample for an

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independent test at a laboratory facility chosen by the employee. The Company shall give such consideration to such independent tests as it deems appropriate.

#### **Alcohol (DOT Driver)**

**Any driver who engages in prohibited conduct shall at termination be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the driver desires to become re-qualified after thirty (30) days, the driver must be evaluated by a SAP and submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become re-qualified, the driver must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such driver is also subject to follow-up testing. Follow-up testing is separate from and in addition to the Company's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to six (6) months following the driver's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months of follow-up testing. The costs of any SAP evaluation or prescribed treatment shall be borne by the driver. The Company does not guarantee or promise a position to the driver should they regain qualified status.**

**Any driver with Blood Alcohol level over .08 will be terminated. Any employee having a breathalyzer confirmation test with a level indicating a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours or until their next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct. All alcohol tests shall be performed just prior to, during, or just after duty.**

#### **Refusal to Test**

Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire applicants and to terminate employment of existing employees. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Refusing to sign the alcohol form is considered a refusal to test. A delay for providing a urine, breath or saliva specimen could be considered a refusal. This is the failure to report for the drug test within 15 minutes of notification or in as shortest reasonable time possible. If an employee cannot provide a sufficient quantity of urine or breath, as defined by DOT guidelines, it will be treated as a failure to test. If the employee believes there is a medical justification, they can request an evaluation by a physician of the Company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that circumstance the employee has violated one of the prohibitions of the regulations.

#### **Shy Bladder**

A donor will have up to three hours from the initial attempt to give a specimen for a urine drug test. The donor may consume up to 40 ounces of fluid and must stay within the area designated by the collector. If he leaves before the three hours and does not give a sample, he will be considered as having refused a test. If at the end of three hours he is unable to provide the specimen, it will be treated as a refusal to test, a positive result. The employee may provide a written statement from a physician that sets forth the determination of the reasons why the employee is unable to provide a urine sample. At that time, alternate testing may be considered such as hair testing.



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#### Employee Assistance and Rehabilitation

##### a) Employee Assistance

Employee Assistance Programs (EAP's) are confidential programs established by the Company and designed to help employees and their families with personal problems, including drug and alcohol problems. EAP's are administered by independent organizations, and no record of an employee's EAP utilization will be kept in Company file.

##### b) Voluntary Rehabilitation

Thompson Construction Group encourages any employee with an alcohol and/or drug related condition to voluntarily seek assistance. The Company has provided for an Employee Assistance Plan (EAP) with the appropriate State agencies or which the employee may contact directly or through the Human Resources department for confidential counseling regarding alcohol or drug related conditions.

#### Confidentiality

Self-referrals, participation in an alcohol and/or drug treatment and rehabilitation program, and laboratory screening for alcohol and/or drugs will be treated in a confidential manner. Because of the serious nature of this policy, all test results will remain strictly confidential, with the exception of Management and the Human Resources Department.

NOTE: Results of blood alcohol tests will be maintained in confidential medical files and will not be placed in an employee's personnel file.

#### D. Responsibility

It is the responsibility of the immediate supervisor to notify the Human Resources department when they have reason to believe an employee is using or working under the influence of alcohol and/or drugs. It is the responsibility of the immediate supervisor to request a laboratory screening when an employee is involved in an accident which requires professional medical treatment or which causes Company property damage. It is the responsibility of the Human Resources Director for the consistent interpretation and administration of this program.

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Thompson Construction

Name of Contracting Business Entity: Group Inc. Address: 100 N. Main St., Sumter, SC 29150

Name of Authorized Agent: C. Curtis Hutto, CFO Address: 100 N. Main St., Sumter, SC 29150

Contract Number: CRFQ DEV 2000000004 Contract Description: Stick Built

Governmental agency awarding contract: Department of Administration, Purchasing Division

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☒ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: April 15, 2019

**Notary Verification**

State of South Carolina, County of Sumter

I, C. Curtis Hutto, CFO

the authorized agent of the contracting business  
entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 15 day of April, 2019

[Signature]

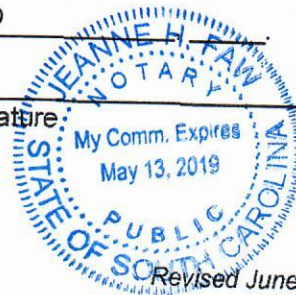
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018



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: Thompson Construction Group, Inc.

Authorized Signature: \_\_\_\_\_ Date: April 15, 2019

State of South Carolina

County of Sumter, to-wit:

Taken, subscribed, and sworn to before me this 15 day of April, 2019.

My Commission expires May 13, 2019.

AFFIX SEAL HERE

My Comm. Expires  
May 13, 2019

NOTARY PUBLIC

*Jeanne H. Jaw*  
Purchasing Affidavit (Revised 01/19/2018)

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

**Bidder's Name:** Thompson Construction Group, Inc.

☐ 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.
Superior Pocahontas	WV 054429
Bob's Dump Truck	WV 014339
Wilkinson Surveying	WV 2319-9649
Timberline Constrcution	WV 01262
On-site Housing	WV 037638
PJ's Construction	WV 032907
4M Excavating	WV 050394
B&P Waterwell Service	WV 040298
Carolina Post and Frame employs the following WV contractors:	
ANR Construction	WV 051209
Hayhurst Home Services	WV 056400
Pierson Construction	WV 057787
Atkins and Sons	WV 055460
Wilson Mechanical	WV 055388
Elite Finishes	WV 056079
Harmac INC	WV 014489

Attach additional pages if necessary



**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.

Frank McCormick, Project Manager

(Name, Title)

Frank McCormick, Project Manager

(Printed Name and Title)

P.O. Box 91, White Sulphur Springs, WV 24986

(Address)

803-406-8975

(Phone Number) / (Fax Number)

FMcCormick@thompsonind.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.

Thompson Construction Group, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Frank McCormick, Project Manager

(Printed Name and Title of Authorized Representative)

25 June 2019

(Date)

(803) 406-8975

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEV 2000000004**

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.

Thompson Construction Group, Inc.  
Company

Frank A. McQuinn  
Authorized Signature

13 Aug 2019  
Date

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

**REQUEST FOR QUOTATION  
Residential Manufactured Housing Unit (MHU)**

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

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

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

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

**13. MISCELLANEOUS:**

**13.1. 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:** Frank McCormick

**Telephone Number:** 803-406-8975

**Fax Number:** \_\_\_\_\_

**Email Address:** FMcCormick@thompsonind.com

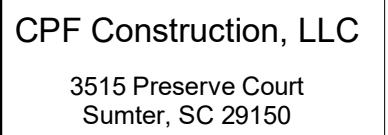


1. Floor layouts are provided, the floorplans illustrated are what is currently in used in the program and representative of what you will receive, however property restrictions could result in receiving a slightly different floorplan. The house size and number of bedrooms will remain the same. Provided floorplans show sq. ft. included, but will not give a price per sq. ft. because demolition is included.
2. Line G, from the pricing page – is the cost for all listed houses, reinforced or NOT, up to 40 inches above lowest adjacent ground, assuring a minimum of 40 inch crawlspace, per the specs provided by WVNG.
3. Line H, from the pricing page – is the cost for any non-reinforced courses of block (common size, 8 inch in height), above 40 inches from lowest adjacent ground.
4. Line I, from the pricing page - For any reinforced elevation above the 40 inches, the elevation cost per 8 inches will remain the same at \$9,900.00 per 8 inch block, from lowest adjacent ground, according to the engineered site survey. This definition will apply to both floodplain locations and other locations requiring reinforced foundations due to 75 percent of the structure being raised over the 40 inch foundation height.
5. Line K, from the pricing page – Existing leach fields that are up to code and permitted with the county sanitarium will require inspection, dye testing, and locations marked to avoid damage.
6. Line N, from the pricing page – Within this cost is the 1 year warranty which applies to the pump, pressure bladder, and any other hardware associated with the well, only, drilled to a maximum depth of 200 feet. Changes in water quality, which are not predictable, may require future installation of water conditioning equipment or a replacement well, which is not included in the scope of work, nor the warranty.
7. Line S, from the pricing page - Retaining Wall. The price indicated from TCG is for a reinforced, cinder block wall and footer. This price is per every linear 12” of wall up to a height of 7 feet, six inches above the footer. The wall will include a “French drain” system behind it.
8. Line T, Property drainage – is priced using the following dimensions:
  - a. A 24 to 36 inch deep trench, this varies for gravity drainage.
  - b. Trench is 12 to 24 inches wide.
  - c. Lined with a minimum 6 inch pipe that is fabric covered.
  - d. Filled with number 57 gravel to complete trench.
9. Line V, Exterior power service will include 3 separate circuit breakers with 20 amp ratings.
10. All submitted floorplans will have a shower in one of the bathrooms. On the 2 bedroom / 1 bath there will be a shower and no tub.

11. All inspections will be based on IBC 2015 standards required changes shall be referenced against same.
12. Page 33, 11.3, standard work hours, is accepted by TCG.
13. Page 23, 4a., TCG rejects the statement that weather is not a reason for an acceptable delay. Industry standard reference force majeure standards will apply. Including, delays caused by awaiting inspections and utility disconnect and reconnect.

Exhibit A Pricing Page

Reconstruction					
Unit Price Items					
Unit Price Items, "Measurement and Payment"					
DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QTY	EXTENDED COST	
Fixed Rate 2 Bedroom / 1 Bathroom Single Family Home	Fixed	\$117,000.00	1	\$117,000.00	A
Fixed Rate 3 Bedroom / 1 Bathroom Single Family Home	Fixed	\$144,000.00	2	\$288,000.00	B
Fixed Rate 3 Bedroom / 2 Bathroom Single Family Home	Fixed	\$150,000.00	8	\$1,200,000.00	C
Home Accessibility Modification (Includes Interior Modifications)	Fixed	\$5,000.00	7	\$35,000.00	D
Home Accessibility Modification (Includes Exterior Ramp and Landings)	Linear Foot	\$160.00	2,100	\$336,000.00	E
HVAC Installation	Per Unit	\$2,520.00	11	\$27,720.00	F
Fixed Rate Structural Elevation (Piers) - Ground level to 40 inches	Fixed	\$4,500.00	11	\$49,500.00	G
Fixed Rate Structural Elevation (Piers) - For eight (8) inch Course of Rise above 40 inches from ground level	Per 8 Inch Course of Rise	\$1,200.00	77	\$92,400.00	H
Fixed Rate Floodplain Elevation (Piers) - Engineered Design for eight (8) inch Course of Rise above 40 inches from ground level	Per 8 Inch Course of Rise	\$9,900.00	60	\$594,000.00	I
Removal of Munciple Waste and Woody and Vegetative Debris	Cubic Yard	\$65.00	220	\$14,300.00	J
Testing Existing Septic Systems for Serviceability	Per Septic System	\$1,400.00	3	\$4,200.00	K
Testing, Draining, Removal, and Installing New Septic Tanks (As Required)	Per Septic System	\$14,513.00	3	\$43,539.00	L
Sealing, Filling In, and/or Capping Underground Wells (As Required)	Per Well	\$6,250.13	2	\$12,500.26	M
Drilling and Installation of New Underground Wells (As Required)	Per Foot	\$125.00	800	\$100,000.00	N
Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Structures (Includes previously demolished structures that have remained on site)	Per Structure	\$550.00	33	\$18,150.00	O
Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill	Square Foot	\$6.00	11,000	\$66,000.00	P
Inspection, Sampling, Testing, and Documentation of Hazardous Materials. (As Required)	Per Structure	\$550.00	33	\$18,150.00	Q
Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill	Per Structure	\$2,400.00	33	\$79,200.00	R
Property Mitigation - Retaining Wall (As Required)	Per 12 Inches	\$315.00	825	\$259,875.00	S
Property Mitigation - Property Drainage (As Required)	Linear Foot	\$40.00	2,200	\$88,000.00	T
Removal of External Propane or Fuel Oil Tanks (As Required)	Per Tank	\$550.00	11	\$6,050.00	U
Installation of new utility poles and utility boxes (As Required)	Per Pole	\$2,800.00	11	\$30,800.00	V
<b>TOTAL BASE BID AMOUNT (A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P+Q+R+S+T+U+V) =</b>				<b>\$3,480,384.26</b>	



GENERAL NOTES:

Name	Area
BEDROOM 2	111 sf
BEDROOM 1	118 sf
BATH 1	49 sf
LAUNDRY	18 sf
KITCHEN	210 sf
LIVING ROOM	139 sf
CLOSET 1	27 sf
CLOSET 2	29 sf
HALLWAY	34 sf
	735 sf

NOT FOR PERMIT

## REVISIONS

[illegible]

2 BED | BATH  
HOME

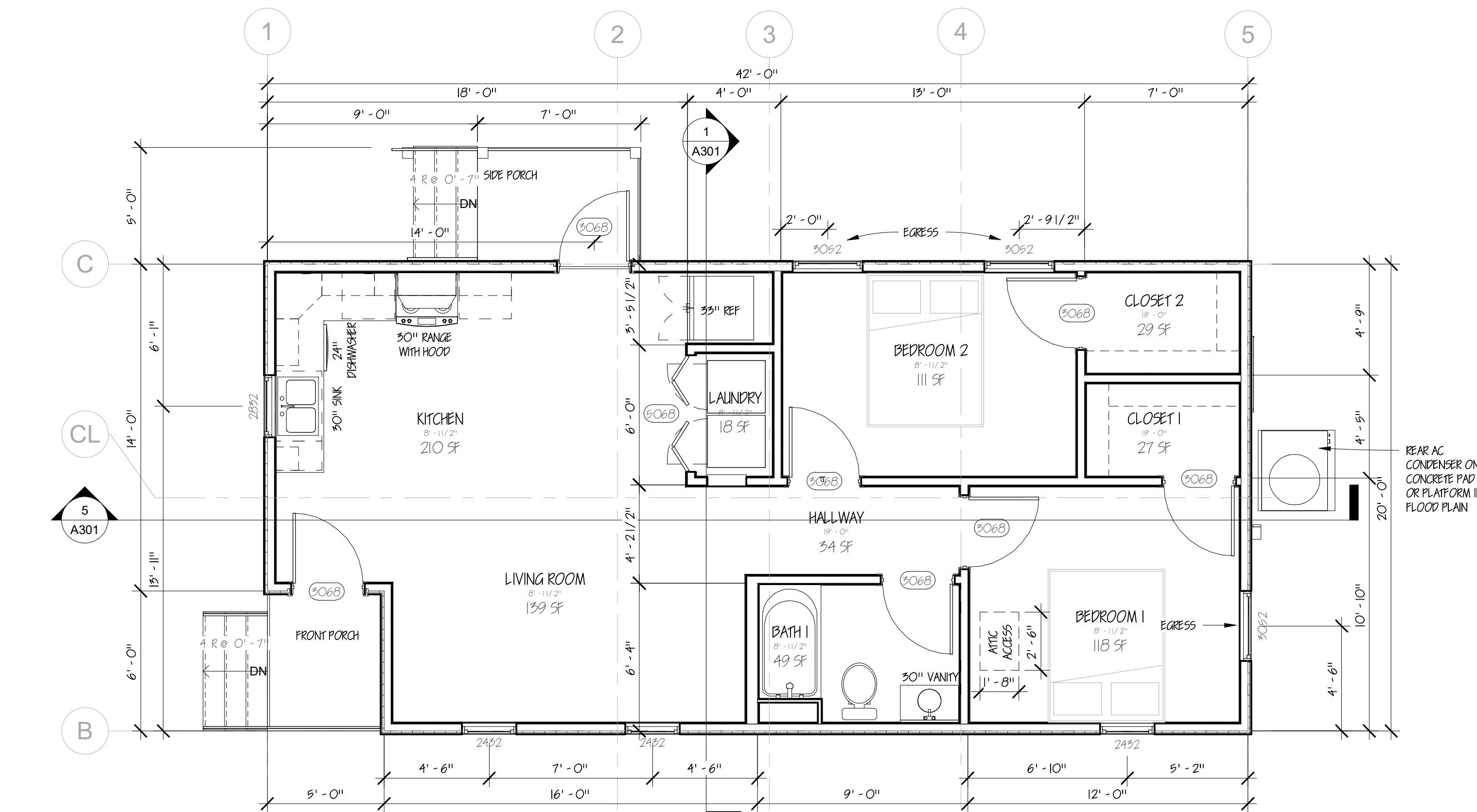
WEST VIRGINIA

Project number	19-43
Date	03/18/19
Drawn by	S. ROBINSON
Scale	As indicated

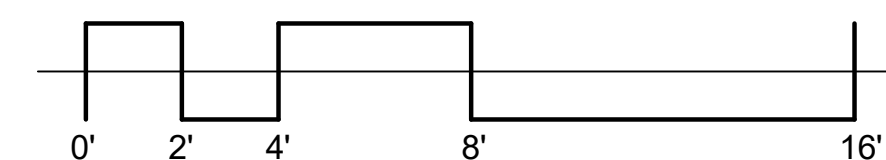
## FLOOR PLAN

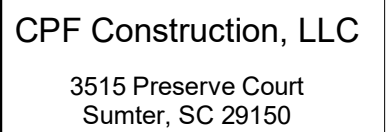
A|O|

ARCH C | 18"X24" | 457X610MM



① FINISHED FLOOR  
1/4" = 1'-0"

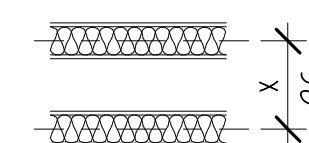




PLEASE SUBJECT TO SPECIAL NOTE:  
ROBINS DRAFTING & DESIGN, LLC SHALL NOT BE LIABLE  
FOR ANY COSTS OF REMEDIATION OF POLLUTING CONDITIONS.  
THE OWNER AND CONTRACTORS SHALL HOLD  
RESPONSIBILITY FOR THE CONSTRUCTION OF THE BUILDING  
IN THESE PROVISIONS.  
THE FIRM SHALL BE CONSIDERED BY HIRING COMPANY BEFORE  
SUBMITTAL FOR PERMIT OR CONSTRUCTION.  
ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN  
FIELD AND AS SHOWN ON DRAWINGS. THE CONTRACTOR TO  
THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.  
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND  
ELEVATIONS WITH PROTECTIVE EFFECTS BEFORE STARTING  
WORK.  
VERIFY ALL MECHANICAL EQUIPMENT WEIGHTS, LOCATIONS  
AND ASSOCIATED WEIGHTS WITH WHICH CONTRACTOR  
CONTRACTOR NOT ENGINEER IF ACTUAL WEIGHT  
EXCEEDS THE DESIGN WEIGHT SHOWN ON THE DRAWINGS.  
CONTRACTOR SHALL VERIFY ALL WEIGHTS OF SUPPORTS,  
BRACING, CHOKING, CLIPPING, ETC. AND OTHER METHODS TO  
PREVENT EXCESSIVE DEFLECTIONS DURING CONSTRUCTION.  
THESE PROVISIONS ARE TO REMAIN IN PLACE UNTIL THE  
PERMITTING PROCESS IS COMPLETED AND INSPECTED TO  
INSURE THE SAFETY OF THE STRUCTURE.  
UNLESS OTHERWISE NOTED, DETAILS SHOWN ON ANY  
DRAWING SHALL BE CONSIDERED PERMIT FOR ALL  
SIMILAR CONDITIONS.

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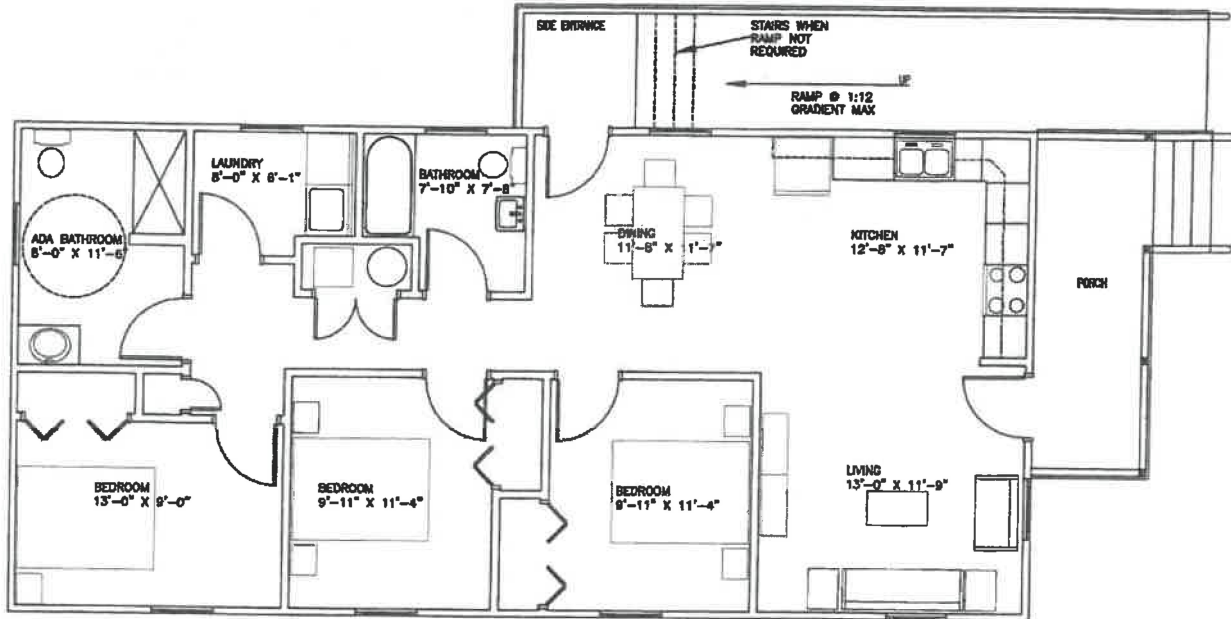
ARCH C | 18"X24" | 457X610MM



ROOM SCHEDULE	
Name	Area
BEDROOM 2	102 SF
BEDROOM 1	111 SF
BATH 1	58 SF
LAUNDRY	13 SF
KITCHEN	193 SF
LIVING ROOM	176 SF
CLOSET 1	18 SF
CLOSET 2	10 SF
HALLWAY	48 SF
BEDROOM 3	102 SF
CLOSET 3	10 SF
LINEN	6 SF
	847 SF

# THOMPSON CONSTRUCTION

## THREE BEDROOM, TWO BATHROOM



24 x 50 1200 SF

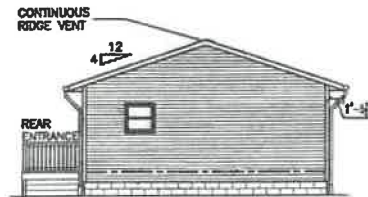
### SCHEMATIC FLOOR PLAN - OPTION B

1/4" = 1'-0"



**RIGHT ELEVATION**

1/8" = 1'-0"



**REAR ELEVATION**

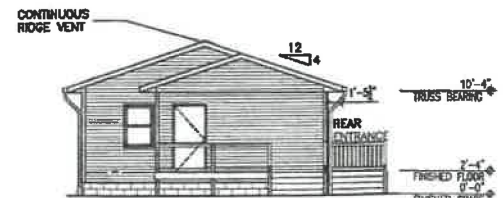
1/8" = 1'-0"



**LEFT ELEVATION**

1/8" = 1'-0"

STAIRS SHALL BE EQUAL  
SIZE AND 8" RISE MAX. BY  
11" RUN MIN.



**FRONT ELEVATION**

1/8" = 1'-0"

# Tim McCoy

## Senior Project Manager

### Bio and Professional Qualifications

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Tim McCoy began his career in his home state of West Virginia at the age of 17 while attending Marshall University. For the next 23 years Tim polished his project management skills in many coal industry ventures. Those ventures included mine supply business, operating rail coal loading facilities, purchasing and removing distressed coal properties, operating multiple preparation plants, barge loading facilities, as well as operating multiple underground and surface mining operations in Alabama. The skills acquired from years in the coal industry were a perfect fit for the Disaster Recovery industry. Tim began his DR work in 2005 following Hurricane Katrina. Please find below a list of DR projects where Tim has acted as the Senior Project Manager in charge of all facets of the undertaking.

### Responsibilities

---

- August 2005  
Hurricane Katrina and Rita  
Drainage Projects  
Locations: New Orleans Parish, Jefferson Parish, City of Mandeville,, St. Bernard Parish
- September 2008  
Hurricanes Gustav and Ike  
Drainage Projects  
Locations: St. John the Baptist Parish, Terrebonne Parish
- April 20, 2010  
Deepwater Horizon Oil Spill  
Provided safety officers, provided boom, provided high speed boats for monitoring
- May 2011  
Tornado Cleanup  
Asbestos Remediation  
Locations: Tuscaloosa, AL, Joplin, Missouri
- August 2016  
Louisiana Shelter in Place  
Home Restoration  
Location: Baton Rouge, Louisiana and surrounding areas
- May 2017  
South Carolina 2015, 1,000 year flood home restoration  
Home Rehabilitation, Home Reconstruction, MHU placement  
Location: Coastal South Carolina



**Thompson**

100 N. Main Street, Sumter, South Carolina 29150 (803)773-8005





## Frank A. McCormick

### Project Manager

Frank McCormick is an experienced manager of construction and projects with over 15 years of industrial construction expertise. He comes to Thompson with a proven record of safety, quality, schedule, and budget achievements in multi-million dollar projects generally tied to government contracting.

<b>EDUCATION</b>	<b>BS - International Business – Bowling Green State University – 1990</b> <ul style="list-style-type: none"><li>- <b>Management Information Systems</b> area of Specialization</li><li>- 3 year ROTC scholarship / Honors College</li><li>- Drury University, MBA Program, Strategy and Leadership, 6 of 30 hours</li><li>- <b>Leadership and Management for Accelerated Performance Program</b>, 2012, Owen Graduate School of Management, <b>Vanderbilt University</b>, Nashville, TN</li><li>- Certified, Safety Trained Supervisor of Construction (STSC), July, 2017</li></ul>
<b>MILITARY</b> National	<b>U.S. Army - Lieutenant Colonel – Engineer / Signal Corps Active Duty, 1990-2000.</b>  <i>Guard / Reserve, 2002-Present, Security Clearance, Secret. Government Contracting</i>  <i>Officer Trained</i>
<b>EXPERIENCE</b>	Schools: OSHA 30 (4/4/2011), Command and General Staff College, Armor Officer Basic Course, Airborne School / Air Assault School, Signal Officer Qualification Course / Node Management Course, Signal Officer Advance Course / Combined Armed Services Staff School, Recruiting Company Commander Course, Theatre Contracting Certification.
April 2016– August 2017	<b>General Manager of Operations, Petrochem Insulation Inc., Indiana Branch</b>
November 2015– April 2016	<b>Vice President of the Americas, Shanahan Engineering (WoodGroup)</b>
February 2014 – November 2015	<b>Director of Operations, Western Hemisphere, Shanahan Engineering (WoodGroup)</b>
October 2010 – February 2014	<b>Senior Manager of Construction, Generation Construction, Tennessee Valley Authority</b>
February 2010 – October 2010	<b>Construction Manager, FGD&amp;C, Tennessee Valley Authority</b>
June 2007 – February 2010	<b>Procurement Agent, Construction Contracts &amp; Logistics, Associated Electric Cooperative, Inc.</b>
June 2008 – March 2009	<b>KFOR 10 NATO Staff Engineer / Contracting Officer, Prishtina, Kosovo.</b>
March 2006 – June 2007	<b>Start up and Commissioning, Operations, Primesouth, Dell Power Plant, Dell, AR (599MW).</b>
September 2003 – March 06	<b>Director of Energy Programs, Delta Area Economic Opportunity Corporation:</b>
July 2004 – March 06	<b>Task Force 134 (Detainee Operations) Staff Engineer / Contracting Officer. IRAQ:</b>
May 02 – September 03	<b>Construction Manager - Owner, WLC Construction:</b>