

CHARLESTON CORRECTIONAL CENTER  
1356 HANSFORD STREET  
CHARLESTON, WV

BID FORM

DATE: 07/31/12

TO THE OWNER: WV Division of Corrections  
1409 Greenbrier Street  
Charleston, WV 25311

PROJECT: Requisition No. \_\_\_\_\_  
Charleston Correctional Center  
SELECTIVE DEMOLITION PROJECT  
Charleston, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

I (We) acknowledge the following Addenda:

ADDENDUM

<u>NOS.</u>	<u>DATE</u>
<u>Addendum No. 1</u>	<u>06/21/2012</u>
<u>Addendum No. 2</u>	<u>06/29/2012</u>
<u>Addendum No. 3</u>	<u>07/17/2012</u>

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

2012 JUL 31 AM 9:50

BASE BID: General Construction

WV PURCHASING  
DIVISION

Two Hundred Eighty Four Thousand Five Hundred Dollars and 00/100 Dollars (\$ 284,500.<sup>00</sup>).

The Bidder understands that it is the intent of the Owner to award a contract on the basis of the lowest Base Bid. The Bidder should submit an amount for the Base Bid. The Owner may elect to reject all Bid Proposals.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

It is expressly agreed that the Work shall be started within seven (7) days of the Owner's Notice to Proceed. The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 90 calendar days following receipt of the Owner's written Notice to Proceed and agrees to achieve Final Completion within 30 consecutive calendar days thereafter. I (We) further agree to pay as liquidated damaged the sum of \$500 for each consecutive calendar day thereafter as herein provided in Article 9 of the Supplementary General Conditions and Division 1, Section 01100, Summary of Work.

Any work performed prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of the acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids without forfeiture of the five percent (5%) bid security deposited with this Bid.

RESPECTFULLY SUBMITTED:

DATE: 07/31/12

WV VENDOR NO.: 908111533

CONTRACTOR LICENSE NO.: WV042918

BY: Robert J. Williams  
(SIGNATURE, IN INK)

TITLE: Sole Member

FIRM NAME: Reclaim Company, LLC

ADDRESS: PO Box 2162 Fairmont, WV 26554

(CORPORATE SEAL  
IF APPLICABLE)

END OF BID FORM

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV042918


**Classification:**

SPECIALTY  
DEMOLITION

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

**Date Issued**  
AUGUST 21, 2011

**Expiration Date**  
AUGUST 21, 2012

  
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.

CERTIFICATION AND SIGNATURE PAGE

COR1573

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Reclaim Company, LLC  
(Company)

Robert J. Williams  
(Representative Name, Title)

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

07/31/12  
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CO201573

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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 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  
Robert J. Williams III  
Authorized Signature  
07/31/12  
Date

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

RFQ No. C01261573

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Reclaim Company, LLC

Authorized Signature: Robert J. Williams III Date: 07/31/12

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 31 day of July, 2012.

My Commission expires Nov. 9, 2019, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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 valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

Reclaim Company, LLC  
(Company Name)

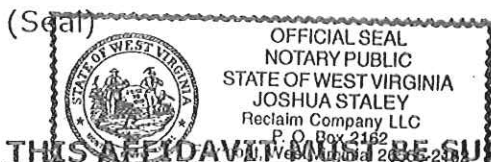
By: Robert J. Williams III

Title: Sole Member

Date: 07/31/12

Taken, subscribed and sworn to before me this 31 day of July 2012

By Commission expires Nov. 9, 2019



John Staley  
(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.**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Reclaim Company, LLC

P O Box 2162 Fairmont WV 26555

as Principal, hereinafter called the Principal, and Aegis Security Insurance Company

P. O. Box 3153 Harrisburg PA 17105

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Charleston Correctional Center Selective Demolition Project, as per attached bid.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of July, 2012


  
(Witness)

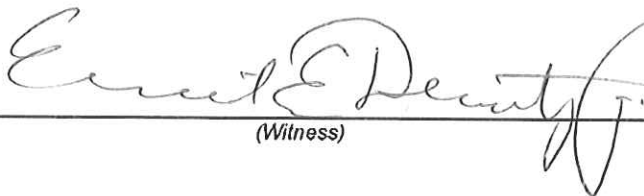
Reclaim Company, LLC

(Principal)

(Seal)

By:

  
Robert Williams  
(Title)

  
(Witness)

Aegis Security Insurance Company

(Surety)

(Seal)

By:

  
Alex G. Roddey  
(Title)



**AEGIS SECURITY INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **ALEX G. RODDEY, DOROTHY J. OUTLAW, DEBRA KELLY PEREIRA, ERNEST E. DECONTI, JR.**

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: **\$2.5 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 4th 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 8<sup>th</sup> day of March, 2010.

AEGIS SECURITY INSURANCE COMPANY

BY:

**DARLEEN J. FRITZ  
President**



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

On this 8<sup>th</sup> day of March, 2010, before me personally came Darleen J. Fritz to me known, who being by me duly sworn, did depose and say that she is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that she 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 she signed her name thereto by like order.

**REBECCA LIDDICK  
Notary Public**

My Commission Expires July 25, 2013



I, the undersigned, Assistant 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 31<sup>st</sup> day of July 2012

**DEBORAH A. GOOD  
Secretary**



THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED