



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

State of West Virginia
 Request for Quotation
 09 -- Construction

Proc Folder: 295833

Doc Description: Addendum No.01, Watters Smith SP Demolition Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-23	2017-03-23 13:30:00	CRFQ 0310 DNR1700000039	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: Reclaim Company, LLC
 200, 8th street
 Fairmont, WV 26555

03/23/17 09:33:42
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN #26-0627949

DATE 3/22/2017

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

ADDITIONAL INFORMATION:

addendum

Addendum No.01, issued to publish and distribute the attached information to the Vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a one-time construction contract to demolish the swimming pool and surrounding structures located in Watters Smith Memorial State Park, Harrison County, West Virginia, per the bid requirements, specifications and terms and conditions that are apart of this solicitation and attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK WV 26385 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Demolition services	0.00000			\$ 35,000

Comm Code	Manufacturer	Specification	Model #
72141510			

Extended Description :

Demolition services

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0310 DNR170000039

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 | March 10, 2017 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | | <input type="checkbox"/> | Addendum No. 10 |

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

Reclaim Company, LLC

Company



Authorized Signature

3/22/2017

Date

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

Revised 6/8/2012

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Reclaim Company, LLC

Contractor's License No.: WV- 042918

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Reclaim Company, LLC

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
NA	
NA	

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.

Robert J Williams, III, President

(Name, Title)

Robert J Williams, III, President

(Printed Name and Title)

200 , 8th street, Fairmont, WV 26555

(Address)

(304-366-7070) / (304-816-0194)

(Phone Number) / (Fax Number)

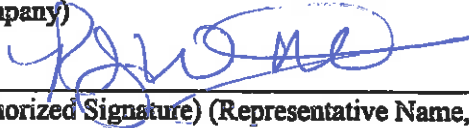
sandeep@reclaimco.com

(email address)

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

Reclaim Company, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Robert J Williams, III, President

(Printed Name and Title of Authorized Representative)

3/22/2017

(Date)

(304-366-7070) / (304-816-0194)

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
Pool Demolition
Watters Smith Memorial State Park**

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to demolish the swimming pool and surrounding structures as indicated in the bidding documents, located in Watters Smith Memorial State Park, Harrison County, West Virginia.

The project consists of the following:

Provide labor, equipment and materials necessary to demolish the swimming pool, concrete pool deck, fence and posts, grade the resultant area, restore vegetation and complete other work as defined in the plan set titled "Watters Smith Pool Demolition", prepared by Alpha Associates Inc. and dated 02/22/2016.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
- 2.1 "Construction Services"** means demolition of the swimming pool structures and ground restoration; as more fully described in these specifications and on the plan set prepared by Alpha Associates, Inc.
- 2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 "Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in the

**REQUEST FOR QUOTATION
Pool Demolition
Watters Smith Memorial State Park**

Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document, the Construction Plans and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Alpha Associates

209 Prairie Avenue
Morgantown, WV 26501-5934
304.296.8216 | 800.640.8216
304.296.8216 fax

Sherri Goff

WVDNR
324 4th Ave
South Charleston, WV 25303
304 558 2764

Email: sherri.l.goff@wv.gov

(Cost of Plans and Project Manual: \$50.00)

Cost of Plans: \$0 (Digital Only)

Copies of project plans can be examined at the following locations

**Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074**

REQUEST FOR QUOTATION
Pool Demolition
Watters Smith Memorial State Park

Pittsburg Builders Exchange
1813 N. Franklin Street
Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261

- 9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**REQUEST FOR QUOTATION
Pool Demolition
Watters Smith Memorial State Park**

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

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

11. MISCELLANEOUS:

11.1 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: Robert J Williams

Telephone Number: 304-366-7070

Fax Number: 304-816-0194

Email Address: Sandeep@reclaimco.com



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

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

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Exhibit "A" Pricing Page

**WATTERS SMITH MEMORIAL STATE PARK
DEMOLITION OF SWIMMING POOL AND SURROUNDS**

DATE: 3/22/2017

NAME OF VENDOR: Reclaim Company, LLC

AUTHORIZED SIGNATURE: 

The aforementioned, hereinafter called Vendor, 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 for the sum of:

BASE BID:

For the sum of: \$ 35,000
(Show amount in Numbers)

Thirty Five Thousand Dollars
(Show amount in Words)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

WV-73
Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,
Marion
COUNTY OF _____, TO-WIT:

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

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

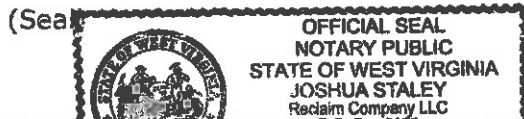
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D.**

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

Printed Name: Robert J Williams, III,
 Signature:
 Title: President
 Company Name: Reclaim Company, LLC
 Date: 3/22/2017

Taken, subscribed and sworn to before me this 22nd day of March, 2017.

By Commission expires Nov. 9, 2019



(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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Reclaim Company, LLC

Authorized Signature: [Signature] Date: 3/22/2017

State of West Virginia
Marion

County of _____ to-wit:

Taken, subscribed, and sworn to before me this 22 day of March, 2017.

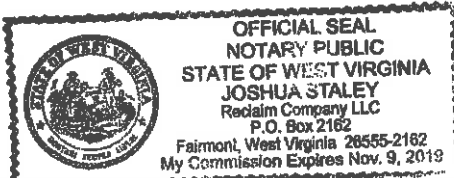
My Commission expires Nov. 9, 2019, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Reclaim Company, LLC
of Fairmont, West Virginia, as Principal, and Fair American Insurance and Reinsurance Company
of Atlanta, Georgia, a corporation organized and existing under the laws of the State of New York
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Two Thousand Seven Hundred Fifty and No/100 (\$ 2,750.00) 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
Pool Demolition, Watters Smith Memorial State Park

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
23rd day of March, 2017.

Principal Corporate Seal

Reclaim Company, LLC
(Name of Principal)
By [Signature]
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Fair American Insurance and Reinsurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Andrew C. Heaner

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

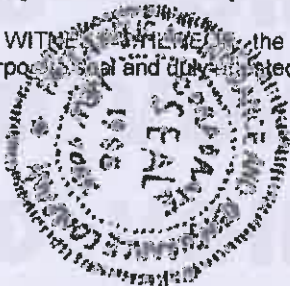
Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Patricia E. Martin of Lutz, Florida; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, Georgia; Michael J. Brown of Cumming, Georgia; or Tirrell L. Moore of Monroe, North Carolina EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Executive and Senior Vice Presidents this 14th day of December, 2016.



Fair American Insurance and Reinsurance Company

By: Edward J. Kelley
Edward J. Kelley, Senior Vice President and Deputy General Counsel

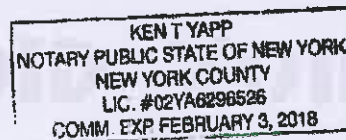
By: Gary Allen Schwartz
Gary Allen Schwartz, Executive Vice President/General Counsel

STATE of NEW YORK
COUNTY of NEW YORK

On December 14, 2016 before me, the above named Executive Vice President and Senior Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kent Yapp (Seal)



I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 23rd day of March, 2017

Bond # BND1005814-00

Edward J. Kelley
Edward J. Kelley, Senior Vice President and Deputy General Counsel

No **1813**

Fair American Insurance and Reinsurance Company
 165 Broadway, New York, NY 10006
 NAIC Company Code: 35157
 NAIC Group Code: 0501

Statutory Financial Statement Summary
 As of December 31, 2015

<u>Assets</u>	
Bonds:	\$ 239,166,912
Stocks:	\$ -
Cash & Short-term Investments:	\$ 9,452,487
Receivable for Securities:	\$ 553,023
Investment Income Due & Accrued:	\$ 1,935,267
Uncollected Premium & Agents Balances in Course of Collection:	\$ 3,853,576
Amounts Recoverable from Reinsurers:	\$ 1,614,512
Other Assets:	
Current Federal & Foreign Income Tax Recoverable:	\$ -
Receivables from Parent, subsidiaries and affiliates:	\$ -
Aggregate Write-ins for other than invested assets:	\$ 250,000
Total NET Admitted Assets:	\$ 256,925,777
<u>Liabilities</u>	
Reserves for:	
a) Losses & LAE:	\$ 4,560,650
b) Unearned Premiums:	\$ 1,695,629
c) Tax, Licenses & Fees:	\$ 662,929
Reinsurance Payables:	\$ 4,868,384
Other Liabilities:	\$ 3,314,770
Total Liabilities:	\$ 15,102,362
Policyholder Surplus	
Common Stock:	\$ 5,000,000
Gross Paid-in & Contributed Surplus:	\$ 88,227,719
Unassigned funds:	\$ 153,778,517
Aggregate Write-ins for other than special surplus funds:	\$ (5,182,821)
Total Policyholder Surplus	\$ 241,823,415
Total Liabilities & Policyholder Surplus	\$ 256,925,777

NOTES: Bonds & Stocks are valued in accordance with the basis adopted by the NAIC

CERTIFICATION:

I, Matthew D. Mahoney, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015 as reflected by its books and records and as reported in its statement on file with the insurance Department of the State of New York.

NOTARIZED: *Angela M. Byrne*

State of New York County of New York on
 10th day of *March*, 2016.

Matthew D. Mahoney

Matthew D. Mahoney, SVP and Chief Financial Officer
 FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

ANGELA M. BYRNE
 Notary Public, State of New York
 No. 018V6141610
 Qualified in Nassau County
 Certificate Filed in New York County
 Commission Expires February 27, 2018

Commission expires *Feb. 27, 2018*



Corporate Mailing Address: Reclaim Company, LLC • P.O. Box 2162 • Fairmont, WV 26555

Branch Location: 715 Ingleside Avenue • Catonsville, MD 21228-1726

Corporate Phone Number: (304) 366-7070 • **Facsimile:** (304) 816-0194

Reclaim Company, LLC is a Limited Liability Company formed in West Virginia in 2007, which is the company's principle location. Reclaim Company services West Virginia, Maryland, Pennsylvania, Ohio, Delaware and Virginia.

SERVICES OFFERED TO THE COMMERCIAL SECTOR, THE ENERGY INDUSTRY, AND THE PUBLIC

- **Environmental Remediation** - Hazardous waste removal, asbestos testing, asbestos abatement
 - **Selective Demolition**
 - **Full Service Demolition**
 - **Site Preparation and Development** – Including but not limited to Heavy Highway and Underground Construction – Installation of roads, sewer and drainage systems, utility trenching, surface stabilization; Installation of ducts, conduits, and manholes; Ponds and Impoundments.
 - **Excavation Services** – Land, lot, and brush clearing, fence line clearing, general dirt work, dozer and backhoe work, excavation and grading, building and pads, curbing and sidewalks, foundations, footings, and retaining walls.
 - **Recycling/Asset Recovery** – Trained to recover as much recyclable material as possible, either through re-use onsite or on the open market, allowing us to reduce disposal costs.
-

SUMMARY OF SKILLS AND QUALIFICATIONS

Known for persistence and high quality results – Repeatedly win business and develop a loyal customer base for providing excellent service.

- **Verifiable reputation for consistently completing all projects on time and within budget** – Our management staff personally manage and coordinate all necessary manpower, materials and equipment, and provide daily supervision of progress.
- **Record of managing projects safely** – Our straightforward management emphasizes the importance of “safety first then the work”. Reclaim Company’s workforce maintains a safe and healthy work environment through continuing education and training, emphasizing standard health and safety procedures that comply with applicable state and local regulations as well as provisions of OSHA regulations 29 CFR 1910 and 29 CFR 1926.
- **Expert in using time and cost saving methods, and latest equipment** – Resourceful in developing demolition methods that are efficient and cost-effective, and in maintaining up-to-date equipment.

SUMMARY OF QUALIFICATIONS OF THE MANAGEMENT TEAM

- **Robert J. (R.J.) Williams III, President:** Mr. Williams founded the Reclaim Company, LLC in 2007 and is responsible for defining the future of the company, directing the flow of business, identifying and leading new business opportunities, and managing all business concerns. He has 11 years of experience in the contracting industry and holds current certifications for Asbestos Inspection, and Federal Acquisitions Management. Mr. Williams has put together a support team of specialized employees to assist him in making Reclaim Company, LLC an industry leader in the area.

HONORS:

Entrepreneur of the Year, WV Small Business Administration	2012
Entrepreneur of the Year, Region III Small Business Administration	2012

- **Joshua R. Staley, Chief Financial Officer:** Mr. Staley has been with Reclaim Company, LLC, since 2009. He has over 7 years of experience in financial management pertaining to the construction industry. Mr. Staley's main duties include: overseeing the management and coordination of all fiscal reporting activities for the organization, ensuring adequate controls are installed so that substantiating documentation is approved and available in preparation for financial auditing, developing and maintaining systems of internal controls to safeguard financial assets of the organization, and working with the President on the strategic vision of the company. Mr. Staley prepares all documentation and reporting for surety bonding, including work in progress schedules, reviewed financial documents (performed by a third-party CPA firm), and maintaining / updating the business plan. He is also a member of the company Safety Committee and is responsible for assisting in maintaining the internal safety program.

- **Steve Gabbert, Operations Manager:** Mr. Gabbert started with Reclaim Company, LLC, in 2011. He has over 17 years of experience with equipment operation and 13 years of experience in dismantlement and asset recovery, recycling, air sampling, and on-site safety management. Mr. Gabbert's duties at Reclaim Company, LLC, include: assisting with project bids, scheduling the staffing and employees for the project, working with the Project Manager/Estimator to stay on budget, managing the project equipment, overseeing the daily operations, implementing the on-site project directives, handling daily damage control, managing company equipment maintenance program, and working with the company President to build new and maintain existing client relationships. He is also the Chair of the company Safety Committee, and trains all on-site supervisors to execute the company safety program & protocols, as well as maintaining and updating the internal safety program.

Specialized Education, Training, Licenses & Certifications:

Certificate of Completion in Federal Acquisitions Management
AHERA 40hr Asbestos Supervisor Training with annual 8hr refreshers (PA, MD, NY,
WV)

OSHA Hazardous Waste Operation and Emergency Response Training
OSHA Hazard Communication Training
OSHA Fall Protection, Scaffolding, and Aerial Lifts Training
OSHA Confined Space Entry Training
OSHA Lockout/Tag out for Construction
Mold Awareness Training
OSHA 20 CFR 1910.178 Forklift Training
OSHA 29 CFR 1910.178 Powered Industrial Trucks and Evaluation
First Aid and CPR Training for Supervisors

- **Jason Eddy, Project Manager:** Mr. Eddy has over 13 years of experience in the construction industry, with 10 of those years as a Field Engineer/Superintendent. He is responsible for: working directly with the Operations Manager to complete the project; assisting the Operations Manager and other Project Managers with on-site visits from architects, engineers, & property owners; keeping in communication with planning the job daily goals and duties; supervising the foremen and crews' daily tasks; tracking all daily work logs; attending weekly safety meetings & reviewing any on-site safety issues or potential hazards; acting as the first line of defense for safety at on-site jobs.

Specialized Education, Training, Licenses & Certifications:

8 Hour Fundamentals of Rigging Course – The Crosby Group 10Hour

OSHA Certification – Construction & Safety Health 30 Hour

OSHA

Certification – Construction & Safety Health AHERA 40 Hour

Asbestos Supervisor Training

Certified Forklift Operator Training Work

Platform Operating Certification

Red Cross First Aid & CPR Certification

Trench Shoring Safety & Excavation Certification

- **Angela Mitchell, Contract Administrator:** Angela joined Reclaim Company, LLC in 2014. She brings with her over 12 years of administrative experience, six years of work in the legal field, and four years of experience in the construction industry. Angela's most recent experience had her coordinating a major water treatment plant construction project for

CONSOL. Angela's main responsibilities are acting as support to the Project Managers; obtaining necessary permits and certifications for all projects; schedule equipment rentals and materials for projects; prepare and submit asbestos inspection packages; complete all steps in the asbestos abatement process including arranging the asbestos design, completing the disposal manifests, and tracking costs; compiling project bids and solicitations for review prior to submission; maintaining bid and project databases; researching new job leads; coordinating communication with clients and Reclaim staff; and working with the entire team to guarantee success on each project. Angela is a member of the Safety Committee and records the minutes for each meeting.

■ **Sandeep Eshwaramurthy (Landscape Architect, Estimation Engineer):**

Mr. Sandeep joined Reclaim Company, LLC recently, bringing with him a background of over 5 years' experience in construction of residential and commercial property.

Have vast professional experience in Civil engineering he has operated with diversified domain projects ranging from medium to large scale industries which gave me an in depth understanding for handling various domain areas in Civil Engineering. He has also handled various critical and challenging projects from design stage to implementation stage and ensured that the projects get implemented as per specification in stipulated time with quality.

After graduating in Masters of landscape Architecture from WVU University Dec 2016 joined Reclaim Company and looking after the storm water management(SWM) of the projects and also working on the plan and permits required for the SWM.

- **Jason Frazier, Asbestos Supervisor:** Jason came to Reclaim Company in 2013 with over a decade of work experience in environmental abatement, specializing in asbestos. His background includes work experience in asbestos inspection, asbestos abatement, and construction labor. Jason's primary responsibilities are to perform all asbestos inspections and prepare all samples for laboratory analysis, lead labor crews in asbestos abatement on-site, and manage all on-site safety concerns during the abatement. Jason holds certificates in: OSHA 10, OSHA Haz Com, AHERA 40 Hour Asbestos Supervisor, AHERA 40 Hour Asbestos Inspector, Forklift Operator, Earthmoving Equipment Operator, Aerial Work Platform Operator, and first aid/CPR.

- **James Gribble, Site Work Superintendent**

James joined Reclaim Company, LLC, in 2012 with over 20 years of experience in the excavation field. He specializes in heavy highway excavating, commercial site development projects, utility work, and surface mine projects. James' prime duties are to manage the day-to-day excavation operations on-site including completing daily project goals, delegation of employee duties, directing the short-term schedule, and managing on-site safety concerns.

James holds certificates in: Earthmoving Equipment Operator, Forklift Operator, Aerial Work Platform Operator, OMHST Class 07 Surface Coal Miner, AHERA 40 Hour Asbestos Supervisor

- **Sam Malott, Demolition Superintendent** Sam joined Reclaim Company, LLC, in 2013 with nine years of experience in the construction industry. His work history includes experience in demolition, excavation, field supervision, asset recovery and recycling, heavy equipment operation, concrete finishing, and torching. Sam's main responsibilities are to run the day-to-day demolition operation on-site including delegation of employee duties, completion of daily project goals, and managing safety concerns.

Sam holds certificates in: WV Asbestos Abatement Supervisor, forklift operator, aerial work platform operator, earthmoving equipment operation, OSHA 2-hour Demolition, and first aid / CPR.

- **Jeremiah Bland, Service Technician**

Jeremiah was hired as Reclaim Company's Certified Mechanic in 2014. He has over 10 years of experience in the automotive and transportation industry including experience as CDL Driver, mechanic, and technician. Jeremiah's primary duty is to manage the maintenance, repair, and service program for all Reclaim Company's equipment and vehicles, ensuring safe and efficient continuous operation.

Jeremiah earned a Diploma from Monongalia County Vocational Technical Education Center, and a diploma from Nashville Auto-Diesel College. He has completed disaster mitigation training with a radiation course, air breaks certification, and ASE certification.



TRAININGS AND LICENSES

- WV Business License
- West Virginia General Contractors' License
- West Virginia Asbestos Contractors' License
- West Virginia Asbestos Inspection License
- MD Business License
- Maryland Contractors' License
- Maryland Asbestos Contractors' License
- PA Business License
- Pennsylvania Asbestos Contractors' License
- OH Business License
- Ohio Asbestos Contractors' License
- Delaware Business License
- Licensed Asbestos Removal Workers & Inspectors
- MSHA Training
- OSHA Training
- Trench Shoring Safety & Excavation
- Certified DBE License
- Red Cross First Aid and Adult CPR

Current Projects:

- **Corridor H – Kerens to US 219 Connector – Asbestos Inspection & Demolition**

Location: Kerens, WV ▪ **Date:** 2017 ▪ **Contract Amount:** \$51,500.00 ▪ **Contract With:** Kokosing Construction Company, 886 McKinley Avenue, Columbus, OH 43222-1187 – Jason Jackson ▪ **Project Description:** Perform Asbestos Inspections of structures, Demolition and Disposal, Debris Removal, Related Site Work

- **Project: I-81 NBL Bridge over New River and Rt. 232 Bridge Over I-81 – VDOT**

Location: Montgomery & Pulaski County Line, Virginia ▪ **Date:** April, 2017 (begin) ▪ **Contract Amount:** \$2,267,781.30 ▪ **Contract With:** Vecellio & Grogan, Inc., 2251 Robert C. Byrd Drive, Beckley, WV 33411 – Matt Farley ▪ **Project Description:** Demolition of the Rt. 232 Bridge and Demolition of the I-81 Bridge, Protection of Endangered Freshwater Mussels in the New River, Related Site Work

- **WV Division of Homeland Security and Emergency Management / FEMA – June 23rd WV Flood Disaster Project**

Location: Kanawha County, Greenbrier County, Nicholas County, Fayette County, Roane County, Clay County, Webster County ▪ **Date:** October 26, 2016 to present ▪ **Contract Amount:** Approximately \$7 million over a 3 year period ▪ **Contract With:** WV Division of Homeland Security and Emergency Management and FEMA, 1900 Kanawha Blvd, E., EB80, Charleston, WV – Tommy Dingess ▪ **Project Description:** Asbestos Inspection, Abatement & Disposal, Demolition & Disposal, Debris Removal & Disposal, Household Hazardous Waste Inspections, Backfilling of basements and crawl spaces

- **Brayman Construction – Demolition of 52 Structures – South of Richmond Bottom to Falls Branch, New River Parkway**

Location: Hinton, WV ▪ **Date:** January, 2017 ▪ **Contract Amount:** \$181,500.00 ▪ **Contract With:** Brayman Construction Corporation – 1000 John Roebling Way, Saxonburg, PA 16056 ▪ **Architect:** WV Department of Transportation ▪ **Project Description:** *Asbestos Abatement, Demolition, Related Site Work, Erosion & Settlement Controls, Backfill*

- **Monroe St. Properties – AJ Hays Building**

Location: Fairmont, WV ▪ **Date:** December, 2016 to present ▪ **Contract Amount:** \$98,888.00 ▪ **Contract With:** Monroe Street Properties – 219 Monroe Street, Fairmont, WV 26554 ▪ **Project Description:** *Asbestos Abatement, Demolition, Related Site Work, Erosion & Settlement Controls*

- **Fairmont Federal Credit Union – Former CVS Site**

Location: Fairmont, WV ▪ **Date:** January, 2017 ▪ **Contract Amount:** \$160,000.00 ▪ **Contract With:** Fairmont Federal Credit Union – Fairmont, WV ▪ **Project Description:** *Asbestos Abatement, Demolition, Related Site Work, Erosion & Settlement Controls, Backfill*

Previous Projects:

- **City of Clarksburg – Abatement and Demolition of 6 Structures (Contract 1)**

Location: Clarksburg, WV ▪ **Date:** August, 2016 to November, 2016 ▪ **Contract Amount:** \$89,998.00 ▪ **Contract With:** City of Clarksburg, 222 West Main Street, Clarksburg, WV 26301 ▪ **Architect:** Stantec Consulting, Inc., 111 Elkins Street, Fairmont, WV 26554 ▪ **Project Description:** *Asbestos Abatement, Demolition, Related Site Work, Erosion & Settlement Controls, Backfill*

- **Project: Laurel Middle School Demolition Project**

Location: Laurel, Delaware ▪ **Date:** January 21, 2016 to October, 2016 ▪ **Contract Amount:** \$510,800.01 ▪ **Contract With:** Laurel School District at 1160 S. Central Avenue, Laurel, DE 19956 ▪ **Construction Manager:** Richard Y. Johnson & Son, Inc. ▪ **Project Description:** *Site Demolition, Structure Demolition, Selective Demolition, Site Work, Erosion and Sediment Controls, Excavation, Filling and Compaction to Grade*

- **Old Roosevelt Wilson High School – Asbestos Abatement and Demolition of Gymnasium**

Location: Nutter Fort, WV ▪ **Date:** July, 2016 to September, 2016 ▪ **Contract Amounts:** \$188,800.00 ▪ **Contract With:** Waco Oil & Gas Co., Inc., PO Box 397, Glenville, WV 26351 ▪ **Project Description:** *Asbestos Abatement, Demolition of the Old Roosevelt Wilson High School Gymnasium, and Related Site Work*

- **Project: Lemon-Monroe School and Stadium Abatement, Demolition, and Related Site Work**

Location: Monroe, Ohio ▪ **Date:** February 11, 2016 to September 23, 2016 ▪ **Contract Amount:** \$901,799.00 ▪ **Contract With:** Monroe Local School District at 500 Yankee Road, Monroe, Ohio 45044 ▪ **Architect:** SHP Leading Design at 4805 Montgomery Road, Suite 400, Cincinnati, Ohio 45212 ▪ **Project Description:** *Asbestos Abatement, Structure Demolition, Selective Demolition, Site Work, Erosion and Sediment Controls, Excavation, Filling and Compaction to Grade, Removal of Underground Structures and Utilities, Remediation of Asphalt Paving*

- **Canaan Valley Resort Sleeping Unit – Asbestos Abatement of Buildings 1, 4, & 5**
Location: Davis, WV ▪ **Date:** August, 2016 to September, 2016 ▪ **Contract Amounts:** \$102,000.00 ▪ **Contract With:** Mountaineer Infrastructure, 2376 Laneville Road, Dryfork, WV ▪ **Project Description:** *Asbestos Abatement of approximately 32,400 SF of built-up roofing, 8400 LF of exterior caulking, and 1530 SF of linoleum*

- **Project: Sunnyside Commons, Morgantown, WV, Demolition, Excavation & Site Work** ▪ **Location:** Morgantown, WV ▪ **Date:** May, 2015 – September, 2016 ▪ **Contract Amount:** \$2,911,499.20 ▪ **Contract With:** ACC OP (U Club) Sunnyside, Jeremy Roberts, 12700 Hill Country Boulevard, Suite T-200, Austin, TX 78738; PH: 512-732-1000 ▪ **Construction Manager:** March Westin Company, Inc., 360 Frontier St., Morgantown, WV 26505 ▪ **Architect:** Paradigm Architecture, 2223 Cheat Road – Suite 300, Morgantown, WV 26508 ▪ **Project Description:** *Structure Demolition and Disposal, Bulk Excavation, Site Work, Filling and Compaction to Grade, Installation of Utilities*

- **Project: University Avenue, Third Street, and Beverly Avenue Intersection Improvements** **Location:** Morgantown, WV ▪ **Date:** June, 2015 – February, 2016 ▪ **Contract Amount:** \$768,872.00 ▪ **Contract With:** City of Morgantown, 389 Spruce Street, Morgantown, WV 26505 ▪ **Architect:** City of Morgantown, City Engineer, 389 Spruce Street, Morgantown, WV 26505
Project Description: *Site Demolition, Bulk Excavation, Site Work, Installation of Utilities, Installation of Traffic Signals, Asphalt Paving and Striping, Site Lighting, Concrete Curb and Gutter, Sidewalks, and Landscaping*

- **Project: University Place Parking Garage, Morgantown, WV, Demolition, Excavation & Site Work** **Location:** Morgantown, WV ▪ **Date:** September 2014 – September, 2015 ▪ **Contract Amount:** \$800,000.00 (approx.) ▪ **Contract With:** March Westin Company, Inc., 360 Frontier St., Morgantown, WV 26505 ▪ **Architect:** Paradigm Architecture, 2223 Cheat Road – Suite 300, Morgantown, WV 26508
Project Description: *Demolition of Structure, Bulk Excavation, Site Work, Filling and Compaction to Grade, Installation of Utilities*

- **Project: Evansdale Crossings Project, Morgantown, WV, Demolition, Excavation & Site Work** **Location:** Morgantown, WV ▪ **Date:** May 2014 – August, 2015 ▪ **Contract Amount:** \$600,000.00 (approx.) ▪ **Contract With:** March Westin Company, Inc., 360 Frontier St., Morgantown, WV 26505 ▪ **Engineer:** GAI Consultants, 385 East Waterfront Drive, Homestead, PA 15120

Project Description: *Demolition of Structure, Bulk Excavation, Site Work, Filling and Compaction to Grade, Installation of Utilities, Installation of Storm Detention Systems*

- **Project:** JA Smith Middle School, Chillicothe, OH, Asbestos Abatement/Demolition
- **Location:** Chillicothe, OH ▪ **Date:** April, 2015 – July, 2015 ▪ **Contract Amount:** \$355,000.00 ▪ **Contract With:** Chillicothe School District ▪ **Owner:** Chillicothe School District, 235 Cherry Street, Chillicothe, OH 45601 ▪ **Architect:** SHP Leading Design, 250 Civic Center Drive, Suite 200, Columbus, OH 43215
- Project Description:** *Asbestos Abatement and Demolition, Disposal of Materials, Recycling of Materials, Backfill and Grading*

- **Project: Centra Bus Garage Asbestos Abatement & Demolition and Parking Lot Re-Build**

Location: Clarksburg, WV ▪ **Date:** November 2013 – Jun 2014 ▪ **Bonded Contract Amount:** \$827,742.00 ▪ **Owner:** Central West Virginia Transit Authority, 208 North 4th St, Clarksburg, WV 26301 ▪ **Contract With:** Clarksburg Urban Renewal Authority, 222 West Main St, Clarksburg, WV 26301 ▪ **Engineer:** Stantec Consulting, Inc., 111 Elkins St, Fairmont, WV 26554 ▪ **Contact:** Richard Gaines 304-367-9401

Project Description: *Asbestos Abatement, Demolition of Structure, Disposal of Building Materials, Pulverizing of Masonry Materials, Recycling of all metals, Installation of Redi-Rock Retaining Wall, Backfill of Retaining Wall, Installation of Storm Sewer System, Site Lighting, Concrete Curb and Gutter, Sidewalks, Asphalt Paving and Striping, and Landscaping*

- **Project: 400 Block of Adams Street & Ogden Avenue Demolition and Site Preparation**

Location: Fairmont, WV ▪ **Date:** July 2012 – July 2013 ▪ **Bonded Contract Amount:** \$1,304,935.00 ▪ **Owner:** West Virginia General Services Division, 1900 Kanawha Blvd East, Building 1, Room MB-60, Charleston, WV 25305 ▪ **Contact:** Robert Krause (Phone) 304-558-9018 ▪ **Architect:** The Omni Associates - Architects

Project Description: *Asbestos Abatement of Dilapidated Buildings, Demolition, Waste Stream Management, Recycling, Site Work, Retaining Wall Installation, Storm Detention System Installation, Sanitary Storm Sewer Installation*

▪ **Project: Harley O. Staggers Building Asbestos Abatement & Interior Demolition**

Location: Morgantown, WV ▪ **Date:** March 2012 – October 2012 ▪ **Bonded Contract Amount:** \$1,131,800.01 ▪ **Owner:** Monongalia County Commission, 243 High Street, Morgantown, WV 26505 ▪ **Contact:** Bob Doyle (Phone) 304-291-7268 ▪ **Engineer:** MSES Consultants, Inc.
Project Description: *Interior Demolition, Waste Stream Management, Recycling, Asbestos Abatement*

BUSINESS/TRADE REFERENCES

Guttman Oil
200 Speers Street
Belle Vernon, PA 15012
PH: (724) 483-3533
Fax: (724) 483-5226

Cleveland Brothers
5541 Benedum Drive
Shinnston, WV 26431
PH: (304) 592-5855

Sunbelt Rentals
2039 Pleasant Valley Road
Fairmont, WV 26554
PH: (304) 363-7918
Fax: (304) 363-7648

PROJECT REFERENCES

Alpha Associates, Inc. – Rebecca Key
209 Prairie Avenue
Morgantown, WV 26501
PH: (304) 296-8216

West Virginia General Services Division - Robert Krause
1900 Kanawha Blvd., East Building 1, Room MB-60
Charleston, WV 25305
PH: (304) 558-9018

Graf-Tech International Holdings, Inc. - Jared Knight
101 North Philippi Pike, State Route 58
West Anmoore, WV 26323
PH: (304) 624-1310

Gilbane Building Company – Brianna Coleman
Pritchard
7901 Sandy Spring Road, Suite 500
Laurel, MD 20707
PH: (301) 317-6176

PCS CM Services – Ron Blatt
PO Box 236
Glen Dale, WV 26038
PH: (304) 559-5044

Stantec Consulting – Richard Gaines
Mid-Atlantic Region
Fairmont, WV 26554
PH: (304) 367-9401

March Westin Company, Inc. – Earl Miller
360 Frontier Street
Morgantown, WV 26505
PH: (304) 599-4880

Mascaro Construction Company – Brad Greb
1720 Metropolitan Street
Pittsburgh, PA 15233
PH: (412) 321-49001

Chillicothe City School District BOE – Larry
425 Yoctangee Parkway
Chillicothe, OH 45601
PH: (740) 775-4250

Potesta & Associates, Inc. – Tim Rice
125 Lakeview Drive
Morgantown, WV 26508
PH: (304) 225-2245



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2016

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

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

PRODUCER WestBanc Insurance Services 2100 National Rd Wheeling WV 26003		CONTACT NAME: Robin Roberts PHONE (A/C No., Ext.): (304) 254-5100 FAX (A/C No.): (304) 254-5102 ADDRESS:	
INSURED RECLAIM COMPANY LLC WESTWATER CAPITAL, LLC PO BOX 2162 FAIRMONT WV 26555		INSURER(S) AFFORDING COVERAGE Insurer A: BrickStreet Mutual Ins Co. 12372 Insurer B: Insurer C: Insurer D: Insurer E: Insurer F:	

COVERAGES CERTIFICATE NUMBER: Workers Comp 16-17 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.

EX/LTR	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LISTS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADM INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/CP AGG \$ \$
	AS/TO CHOSABLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist Bi-Single \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Standard in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB1008977	8/20/2015	8/20/2017	<input checked="" type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYER \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2016

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

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

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Joanna Conley PHONE (A/C, No., Ext): (304) 697-7650 FAX (A/C, No.): (304) 697-7699 E-MAIL ADDRESS: jconley@thornburgagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Crum & Forster</td> <td>44520</td> </tr> <tr> <td>INSURER B: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster	44520	INSURER B: Westfield Insurance Company	24112	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Reclaim Company LLC, DBA: Reclamation Company LLC PO Box 2162 Fairmont WV 26555														

COVERAGES **CERTIFICATE NUMBER:** 2016-17 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EPK-113209	6/11/2016	6/18/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution Liability					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY		TRA4641575	6/11/2016	6/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EFX-105717	6/11/2016	6/11/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment		TRA4641575	6/11/2016	6/11/2017	Rented Equipment 550,000
B	Owned Equipment		TRA4641575	6/11/2016	6/11/2017	Ded 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER For Bidding Purposes Only	CANCELLATION 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 Ryan Wingrove/JC 