

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

State of West Virginia **Master Agreement**

Order Date: 2018-08-30

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: CMA 0307 7432 DEV1900000006 Procurement Folder: 489964 Reason for Modification: Document Name: Demolition and Removal of Debris - Region 2 Award of CRFQ DEV1900000006 Document Description: Demolition and Removal of Debris - Region 2 Procurement Type: Central Master Agreement Buyer Name: Michelle L Childers Telephone: (304) 558-2063 Email: michelle.l.childers@wv.gov Shipping Method: Best Way Effective Start Date: 2018-09-01 Free on Board: FOB Dest, Freight Prepaid Effective End Date: 2019-08-31

VENDOR **DEPARTMENT CONTACT** Vendor Customer Code: VS0000008411 Requestor Name: Michelle L Childers Requestor Phone: (304) 558-2063 CUSTOM SERVICES INDUSTRIES LLC Requestor Email: michelle.l.childers@wv.gov 1608 Virginia Ave W Huntington WV 25704-1535 US Vendor Contact Phone: (304) 633-3776 Extension: Discount Percentage: 0.0000 Discount Days: 0

INVOIC	CE TO	SHIF	, 10
ACCOUNTS PAYABLE			
DEPT OF COMMERCE FINA	NCE DIVISION	WV DEVELOPMENT OFFICE	
BLDG 3 SUITE 800		ADMINISTRATION	
1900 KANAWHA BLVD E		11900 KANAWHA BLVD E BI	LDG 3 SUITE 800
CHARLESTON	WV 25305	CHARLESTON	WV 25305-0311
US		US	

AGENCY COP

Total Order Amount Open End

PURCHASING DIVISION AUTHORIZATION

Order Number:

SIGNED BY:

Date Printed: Aug 30, 2018

ATTORNEY GENERAL APPROVAL AS TO FORM

SIGNED BY:

DEV1900000006

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

SIGNED BY: DATE:

ELECTRONIC SIGNATURE ON F

FORM ID: WV PRC CMA 001 8/14

Extended Description:

Construction Contract (Open-End)

Demolition and Removal of Debris for Region 2

The vendor, Custom Service Industries LLC, agrees to enter into this open-end contract with the agency. The West Virginia Division of Commerce, Development Office, to provide demolition and debris removal services per the bid requirements, specifications, terms and conditions, the information from Addendum 1 dated 08/01/2018, and the vendor's submitted and accepted bid dated 08/07/2018, all incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141510			SF	\$4.180000
	Service From	Service To			

Commodity Line Description: Demolition and Removal of Structures

Extended Description:

Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulars, etc)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72141510			CY	\$15.000000
	Service From	Service To		· · · · · · · · · · · · · · · · · · ·	

Commodity Line Description: Removal of Personal Property Debris

Extended Description:

Removal of Personal Property Debris (Structures that have been previously demolished but not removed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	76121600			CY	\$15.000000
	Service From	Service To		141 - 141	

Commodity Line Description: Removal of Municipal Waste and Woody and Vegetative Debris

Extended Description:

Removal of Municipal Waste and Woody and Vegetative Debris

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	72151901			CY	\$4.500000
	Service From	Service To			-

Commodity Line Description: Filling In of Basements and Crawlspaces

Extended Description:

Filling In of Basements and Crawlspaces

Line (Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72151101			EA	\$650.000000
	Service From	Service To			

Commodity Line Description: Draining, Removal, and Backfilling of Septic Tanks

Extended Description:

Draining, Removal, and Backfilling of Septic Tanks (Per Tank)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	70171707			EA	\$600.000000
	Service From	Service To			

Commodity Line Description: Sealing, Filling In, and/or Capping Underground Wells

Extended Description:

Sealing, Filling In, and/or Capping Underground Wells (Per Well)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	72141510			EA	\$300.000000
	Service From	Service To			

Commodity Line Description: Removal of External Propane or Fuel Oil Tanks

Extended Description:

Removal of External Propane or Fuel Oil Tanks (Per Tank)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	76101602			EA	\$572.000000
	Service From	Service To			

Commodity Line Description: Inspection, Sampling, Testing, and Documentation of Asbestos

Extended Description:

Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures (Per Structure)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	76101602			EA	\$165.000000
	Service From	Service To			

Commodity Line Description: Inspection, Sampling, Testing, and Documentation of Asbestos

Extended Description:

Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished) (Per Structure)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	76101602			SF	\$2.500000
	Service From	Service To			

Commodity Line Description: Removal, Containment, & Transportation of Asbestos Material

Extended Description:

Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line Item includes Personal Property Debris.

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	76101602			EA	\$287.000000
	Service From	Service To			

Commodity Line Description: Inspection, Sampling, Testing, and Documentation of Haz Mat.

Extended Description:

Inspection, Sampling, Testing, and Documentation of Hazardous Materials (Per Structure)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	76101602			EA	\$521.000000
	Service From	Service To			

Commodity Line Description: Removal, Containment, and Transportation of Haz. Material

Extended Description:

Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill. (Per Structure)

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GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
✓ Term Contract
Initial Contract Term: Initial Contract Term: This Contract becomes effective on September 1, 2018 and extends for a period ofone (1)year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
☐ Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

Revised 06/08/2018

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ✓ Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

 ☐ Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

- 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

✓ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
WV Contractor's License to include Demolition and Asbestos Removal
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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:	
✓ Commercial General Liability Insurance in at least an amount of: \$1,000,000 occurrence.	0.00 per
Automobile Liability Insurance in at least an amount of: \$1,000,000.00	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an among per occurrence.	ount of:
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of:	per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the Co	ntract.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

not limit the State or Ag	AGES: This clause shall in no way be considered exclusive and s cy's right to pursue any other available remedy. Vendor shall pay amount specified below or as described in the specifications:	shal ,
	for	
Liquidated Dan	ges Contained in the Specifications	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- **14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing requisitions@wv.gov.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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: Contractor's License	Custom Son No.: WV- 0	ervices 54468	Industries
		-	

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

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Postaccident; and (D) Random.

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

- **4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

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

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

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

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

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

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

- a. Required Information. The subcontractor list must contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
 - iii. The license number of each subcontractor, as required by W. Va. Code \S 21-11-1 et. seq.
 - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Custom Services Industries

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Sullivan Excavating	WV032072

Attach additional pages if necessary

Revised 06/08/2018

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.

Michael McCallista, President (Name, Title)
Michael L. McCallister, President/Owner
(Printed Name and Title)
1608 Virginia Ave. W., Huntington, WV 25704
(Address)
Office (681) 204-5366 Cell (304) 633-3776
(Phone Number) / (Fax Number)
mike@csiwv.net
(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.

(Company)
(Authorized Signature) (Representative Name, Title)
Michael L. McCallister, President/ Owner
(Printed Name and Title of Authorized Representative) August 7, 2018
(Date)
Office (681) 204-5366 Cell (304) 633- 3776
(Phone Number) (Fax Number)

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

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

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

The Vendorshall sample, test, remove, contain, and transportany asbestos containing material (ACM) from structures or personal property debris that are identified for demolition by the County of such homes, buildings, private property debris, public buildings, and appurtenances that are stormrelated and stormgenerated. The Vendor shall demolish and dispose of all, or a portion of certain identified properties. Vendorshall demolish and remove single and multi-story foundational structures and filling in basements and crawl spaces, and reseeding to reclaim worksite. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - 2.1 "Construction Services" means demolition and reclamation services as more fully described in the Project Plans.
 - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plansupon which Vendorshould list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed.

Demolition and Reclamation Services

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

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

each site. Failure to complete the work by the established deadline will result in the imposition of liquidated damages.

- 9. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 10. PROJECTPLANS: The checked box will apply to Project Plans for this solicitation.

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

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

11. CONDITIONS OF THEWORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- **10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Sauckay during normal business hours excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- **10.4.** Project Closeout: Project Closeout shall include the following:
- 10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

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

Demolition and Reclamation Services

- 10.4.1.4. Property must be approved by County Homeland Security and Emergency Management Representative before being considered clear.
- 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.
- 12. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost orstolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

13. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's ıl

responsibilities under this Contract. The Contract manager must be available during norma 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:
Telephone Number:
Fax Number:
Email Address:

Exhibit A Pricing Page - Revised for Addendum 1

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

	REMOVAL - RE	GION 2	
	DESCRIPTION	UNIT OF	UNIT PRICE
001	Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulars, etc.)	MEASURE	1
002	Removal of Personal Property Debris (Structures that have been previously demolished but not removed).	Square Foot	4.18
003	Removal of Municiple Waste and Woody and Vegetative Debris.	Cubic Yard Cubic Yard	15.00
004	Filling in of Basements and Crawispaces.	Cubic Yard	4.50
005	Draining, Removal, and Backfilling of Septic Tanks	Per Tank	650.00
006	Sealing, Filling In, and/or Capping Underground Wells	Per Well	٥٥.٥٥ ا
007	Removal of External Propane or Fuel Oil Tanks	Per Tank	1
008	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures.	Per Structure	300.00
009	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished).		572.00
010	Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary-landfill. Line Item includes Personal Property Debris.	Per Structure Square Foot	165.00
011	Inspection, Sampling, Testing, and Documentation of Hazardous Materials	Per Structure	2.50
012	Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill.	Per Structure	521.00

EXHIBIT B

GENERAL BID ITEM DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

DEMO REGION 2 LIST - REVISED for Addendum 1

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

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



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:

Joanna Conley

THC	PRNBURG INSURANCE AGENCY INC		L	PHONE (304) 697-7650 FAX (A/C, No): (304) 697-7699							
2519	2519 3rd Ave E-MAIL jconley@thornburgagency.com										
P O Box 2966						INSURER(S) AFFORDING COVERAGE					
Huntington WV 25728					INSURER A : Westchester Surplus Lines Insurance Co					10172	
INSU	INSURED					Montfold Incomes O					
	Custom Services Industries, LLC					Print Street Mutual Incurrence					
	1608 Virginia Avenue			<u> </u>	INSURER C.					120,2	
	1000 Vilginia / World			<u> </u>	INSURER D:						
	Huntington			-	INSURE	RE:					
Huntington WV 25705 INSURER F:											
_	OVERAGES CERTIFICATE NUMBER: 2018-2019 REVISION NUMBER:										
IN	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		ADDL.	SUBR		POLICY EFF POLICY EXP						
LTR	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS		
					- 1			DAMAGE TO RENTED	s 1,000		
	CLAIMS-MADE OCCUR							PREMISES (Ea occurren			
	Pollution & Professional Liability							MED EXP (Any one perso	on) s 10,00	00	
Α		Y		G27941965003	Ì	01/01/2018	01/01/2019	PERSONAL & ADV INJU	RY \$ 1,000	0,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	TE \$ 2,000,000		
	POLICY PRO- LOC							PRODUCTS - COMP/OP	AGG \$ 2,000	,000,	
	OTHER:							Pollution Liability	s 1,000	000,0	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIM (Ea accident)	s 1,000	0,000	
	X ANY AUTO							BODILY INJURY (Per per	rson) \$		
В	OWNED SCHEDULED	y		CWP4725687		06/07/2018	06/07/2019	BODILY INJURY (Per acc	cident) \$		
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$			
	UMBRELLA LIAB COCUR	\vdash			-						
	EXCESS LIAB HOCCOR							EACH OCCURRENCE	<u> </u>		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s		
	DED RETENTION \$							- 4 000 I I	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A			08/15/2018		X PER STATUTE	OTH- ER			
С	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?			WCB1024198		08/15/2018	08/15/2019	E.L. EACH ACCIDENT	s 500,0		
	(Mandatory in NH)							E.L. DISEASE - EA EMP	LOYEE s 500,0	000	
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY	LIMIT \$ 500,0	000	
										ļ	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (AC	ORD 1	01, Additional Remarks Schedule, r	may be at	tached if more sp	ace is required)			· · · · · · · · · · · · · · · · · · ·	
Req	uisition Number: CRFQ DEV190000006.										
T L =	Chata of Mont Meninia in an Additional trans-	ad ==		ata Canarat Liebikki and Alika	Liebiik					ļ	
ıne	State of West Virginia is an Additional Insur	eo as	respe	cus General Liability and Auto	LIADIIITY	1.				ŀ	
Evic	lence of Insurance subject to policy terms, of	onditi	ons, li	mitations and exclusions.							
CERTIFICATE HOLDER CANCELLATION											
					SHO	III D ANV OF T	HE ABOVE DE	SCRIBED BOI ICIES I	DE CANCELLED	BEEODE	
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								JEI ORE			
								PROVISIONS.		- 1	
	2019 Washington Street, East			ļ							
					AUTHO	RIZED REPRESE	NTATIVE				
Charleston WV 25305							14 11.45				
								Adam Yeager			
							~	10000 000000			



1900 Kanawha Boulevard East Building 3, Suite 600 Charleston, West Virginia, 25305 (800) 982-3386 (304) 558-2234 westvirginia.gov

August 29, 2019

Micheal McCallister 1608 Virginia Ave W Huntington WV 25704

RE: CMA DEV1900000006 - Demolition and Removal of Debris- Region 2

Mr. McCallister,

The West Virginia Development Office is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are September 1, 2019 to August 31, 2020. If your company agrees to this renewal, please sign below and return to as soon as possible. You may return all renewal documents via email to Melli.D.Compton@wv.gov

Please contact the email listed above if you have any questions.

Thank You

Corretter

Kelli Compton, Procurement Officer

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Richard J. Meetstroth 29th Aug. 2019

Name/Signature

Date

Title



1900 Kanawha Boule 664 faul East Building 3, Suite 600 Charleston, West Virginia, 25305 (800) 982-3386 • (304) 558-2234 westvirginia.gov

August 4, 2020

Michael McCallister 1608 Virginia Ave W. Huntington, WV 25704

RE: CMA DEV1900000006 Contract Renewal

Mr. McCallister,

The West Virginia Development Office is offering to renew subject contract under the same terms, conditions, and pricing as state in the original contract. The renewal dates are from September 1, 2020 through August 31, 2021. Please sign below if your company agrees to this renewal.

A Purchasing Affidavit is also attached and requires a signature and date.

Sincerely,

Kell Compton, Procurement Officer

Jennifer Ferrell, CAD Director

We agree to renew the contract for the period state above under the same terms and conditions as stated in the original contract.

Name/Signature

Title

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 exceed 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: Custom Services Indi	estries LLC
Authorized Signature: Minh 1 Maffalle	Date: 08.06 · 2030
State of West Vinginia	
County of Cabell to-wit:	
Taken, subscribed, and sworn to before me this day	of <u>August</u> , 20 <u>20</u> .
My Commission expires May II	, 20 <u>25</u> .
AFFIX SEAL HERE TERESA JERUSHS Notary Public Official Seal State of Wast Verginia Any Coron. Earthes May 11, 2025 70 Sycandre St Hunstington WY 23703	NOTARY PUBLIC VILLA Sending Affidavit (Revised 01/19/2018)

1900 Kanawha Bivd. E. Building 3, Suite 600 Charleston, WV 25305



CHANGE ORDER 03 TO CONTRACT CMA DEV 19*06

DATE: April 27, 2020

Change Order 03 to Contract CMA DEV 19*06 with Custom Services Industries LLC regarding necessary and approved change orders to complete RISE Housing Program for applicants.

The contract contains an exhibit for each project address. The following project addresses will be updated to remove applicants no longer in the grant program and add new applicants in their place.

REMOVE:			
CASE ID	STREET	CITY	ZIP
RN-001	2569 Richwood Rd	Fenwick	26202
RN-002	144 Pillsbury Creek Rd	Nallen	26680
RN-003	48 BFG St	Summersville	26651
RN-004	24 Birch St	Richwood	26261
RN-005	28 Birch St	Richwood	26261
RN-006	35 Boggs Ave	Richwood	26261
RN-007	35 1/2 Boggs Ave	Richwood	26261
RN-008	39 Boggs Ave	Richwood	26261
RN-010	7 Chestnut St	Richwood	26261
RN-011	13 Chestnut St	Richwood	26261
RN-013	16 E Cranberry St	Richwood	26261
RN-014	24 E Cranberry St	Richwood	26261
RN-015	50 E Cranberry St	Richwood	26261
RN-016	62 E Cranberry St	Richwood	26261
RN-017	66 E Cranberry St	Richwood	26261
RN-018	116 Front St	Richwood	26261
RN-019	128 Front St	Richwood	26261
RN-020	135 Front St	Richwood	26261
RN-022	24 Hemlock St	Richwood	26261
RN-023	26 Hemlock St	Richwood	26261
RN-024	268 Johnstown Rd	Richwood	26261
RN-025	65 Junior St	Richwood	26261
RN-027	5 Laurel St	Richwood	26261
RN-028	11 Laurel St	Richwood	26261
RN-029	53 W Main St	Richwood	26261
RN-030	55 W Main St	Richwood	26261
RN-031	85 E Main St	Richwood	26261
RN-032	19 Maple St	Richwood	26261
RN-033	20 Maple St	Richwood	26261
RN-034	28 Maple St.	Richwood	26261
RN-037	51 Maple St	Richwood	26261
RN-038	55 Maple St	Richwood	26261
RN-039	112 Maple St.	Richwood	26261
RN-040	124 Maple St	Richwood	26261
RN-041	160 Maple St	Richwood	26261

RN-042	162 Maple St	Richwood	26261
RN-043	165 Maple St	Richwood	26261
RN-044	171 Maple St	Richwood	26261
RN-046	10 Morris Ave	Richwood	26261
RN-047	15 Morris Ave	Richwood	26261
RN-050	18 Spruce St	Richwood	26261
RN-051	55 Spruce St	Richwood	26261
RN-052	57 Spruce St	Richwood	26261
RN-054	21 W Walnut St	Richwood	26261
RN-055	25 E Wainut St	Richwood	26261
RN-056	30 W Walnut St	Richwood	26261
RN-057	31 E Wainut St	Richwood	26261
RN-058	32 W Walnut St	Richwood	26261
RN-059	33 E Walnut St	Richwood	26261
RN-060	36 W Walnut St	Richwood	26261
RN-061	37 E Walnut St	Richwood	26261
RN-062	46 E Walnut St	Richwood	26261
RN-063	48 W Walnut St	Richwood	26261
RN-064	52 W Walnut St	Richwood	26261
RN-065	1132 Hutchinson Branch Rd	Summersville	26651
RN-066	36 Maple St	Richwood	26651
RN-067	50 Maple St	Richwood	26651
	oo mapicos		20002
ADD:			
NN-068	11894 Turnpike Rd.	Summersville	26651
NN-070	146 Maple St	Richwood	26261
NN-071	148 Maple St	Richwood	26261
NN-072	75 E Main St.	Richwood	26261
NN-073	75 Green St.	Richwood	26261
NN-074	8 Riverside Dr.	Richwood	26261
NN-075	18 Maple St.	Richwood	26261
NN-076	468 Birch River Rd.	Birch River	26261
NN-078	8362 Wilderness Hwy.	Nallen	26680
NN-079	2569 Richwood Rd.	Richwood	26261
NN-080	114 Maple St.	Richwood	26261
NN-082	44 Hilton Rd.	Richwood	26261
NN-083	112 Maple St.	Richwood	26261
NN-084	99 1/2 Riverside Dr.	Richwood	26261
NN-085	202 South St.	Summersville	26651
NN-086	201 South St.	Summersville	26651
NN-090	142 Front St.	Richwood	26261
NN-091	36 Richwood Rd.	Richwood	26261
NN-092	119 Riverside Dr.	Richwood	26261
NN-093	1074 East Webster Rd.	Summersville	26651
	197 South St.	Summersville	26651
NN-094	264 Hudkins Dr.	Summersville	26651
NN-095 NN-096	8869 Wilderness Hwy.	Nallen	26680
	10883 Summersville Lake Rd.	Summersville	26651
NN-097	3939 Hookersville Rd	Summersville	26651
NN-098 NF-001	302 Laurel Ln.	Nallen	26680
141-007	Joz Lauiti Lin	Hallett	20000

	NF-009	315 & 315 1/2 Ferry St.	Montgomery	25136
	NF-010	215, 215 1/2, 217 Fourth Ave	Montgomery	25136
	NF-011	319, 321 Ferry St	Montgomery	25136
	NF-012	218 Kanawha Ave	Smithers	25186
	NF-013	301 Laurel Ln.	Nallen	26680
	NF-014	1028 First Ave.	Montgomery	25136
	NF-015	60 Michigan Ave.	Smithers	25186
	NF-016	13617 Deepwater Mountain Rd	Robson	25173
	NF-017	147 Beech Ave	Smithers	25186
	Update Addresses: RN-049	Old- 11 School Street New-13 School Street	Richwood Richwood	26261 26261
	Smifushue	W	08.03.2020	
	Jennifer Ferrell CAD Director, WV Deve	elopment Office	Date	
	Mike McCallister President, Custom Serv		08-03-2020	
_	KOLLI COMY WVDO Procurement Of	aton	9-29-2020 Date)

DEV 19*06 Change Order 3 Address List

Case Number	Address SEV 19 00 change Grace 9.	City	Zip
RN-009	10 Cherry River Plaza	Richwood	26261
RN-012	17 Chestnut St	Richwood	26261
RN-021	33 Green St	Richwood	26261
RN-026	81 Junior St	Richwood	26261
RN-045	9 Morris Ave	Richwood	26261
RN-048	18 Morris Ave	Richwood	26261
RN-049	13 School St	Richwood	26261
NN-068	11894 Turnpike Rd.	Summersville	26651
NN-070	146 Maple St	Richwood	26261
NN-071	148 Maple St	Richwood	26261
NN-072	75 E Main St	Richwood	26261
NN-073	75 Green St	Richwood	26261
NN-074	8 Riverside Dr	Richwood	26261
NN-075	18 Maple St	Richwood	26261
NN-076	468 Birch River Rd	Birch River	26261
NN-078	8362 Wilderness Hwy	Nallen	26680
NN-079	2569 Richwood Rd	Richwood	26261
NN-080	114 Maple St	Richwood	26261
NN-082	44 Hilton Rd	Richwood	26261
NN-083	112 Maple St	Richwood	26261
NN-084	99 1/2 Riverside Dr	Richwood	26261
NN-085	202 South St	Summersville	26651
NN-086	201 South St	Summersville	26651
NN-090	142 Front St	Richwood	26261
NN-091	36 Richwood Rd	Richwood	26261
NN-092	119 Riverside Dr	Richwood	26261
NN-093	1074 East Webster Rd	Summersville	26651
NN-094	197 South St	Summersville	26651
NN-095	264 Hudkins Dr	Summersville	26651
NN-096	8869 Wilderness Hwy	Nallen	26680

NN-097	845 Creassy Rd	Calvin	26660
NN-098	3939 Hookersville Rd	Summersville	26651
NF-001	302 Laurel Ln	Nallen	26680
NF-009	315 & 315 1/2 Ferry St	Montgomery	25136
NF-010	215(215 1/2, 217) Fourth Ave	Montgomery	25136
NF-011	319 (321) Ferry St	Montgomery	25136
NF-012	218 Kanawha Ave	Smithers	25186
NF-013	301 Laurel Ln.	Nallen	26680
NF-014	1028 First Ave.	Montgomery	25136
NF-015	60 Michigan Ave.	Smithers	25186
NF-016	13617 Deepwater Mountain Rd.	Robson	25173
NF-017	147 Beech Ave	Smithers	25186

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

State of West Virginia Master Agreement

Order Date: 09-29-2020

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0307 7432 DEV1900000006 4	Procurement Folder:	489964
Document Name:	Demolition and Removal of Debris - Region 2	Reason for Modification:	
Document Description:	Change Order 3	Change Order #3 issued to ulist per the attached docume	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2018-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-08-31

		VENDOR		植色学、为一类	DEPARTMENT CONTACT	
CUST	or Customer Code: OM SERVICES INDUS /irginia Ave W	VS0000008411 STRIES LLC		Requestor Name: Requestor Phone: Requestor Email:	Kelli D Compton (304) 558-2234 kelli.d.compton@wv.gov	
	gton or Contact Phone: ount Details:	WV 304-633-3776 Extensi	25704-1535 on:			
	Discount Allowed	Discount Percentage	Discount Days	_		
#1	No	0.0000	0			
#2	No					
#3	No					
#4	No					

INVOICE TO		The state of the s	SHIP TO	
ACCOUNTS PAYABLE DEPT OF COMMERCE FINANCE DIV	/ISION	WV DEVELOPMENT OFFICE		
BLDG 3 SUITE 800		ADMINISTRATION		
1900 KANAWHA BLVD E		11900 KANAWHA BLVD E BLDG	3 SUITE 600	
CHARLESTON	WV 25305	CHARLESTON	ħi	WV 25305-0311
us		US		

AGENCY CONTOTAL Order Amount: Open End

PURCHASING DIVISION AUTHORIZATION

DATE: 10-6-2020 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

D65-3-0:3TAD

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

Page: 1

ELECTRONIC SIGNATURE ON FILE

Date Printed: Sep 29, 2020 Order Number: CMA 0307 7432 DEV1900000006 4

FORM ID: WV-PRC-CMA-002 2020/01

Beverly Toler

Extended Description:

Change Order #3 issued to update project address list per the attached documentation

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141510			SF	4.180000
	Service From	Service To			
					*

Commodity Line Description:

Demolition and Removal of Structures

Extended Description:

Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulars, etc)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72141510			CY	15.000000
	Service From	Service To			

Commodity Line Description:

Removal of Personal Property Debris

Extended Description:

Removal of Personal Property Debris (Structures that have been previously demolished but not removed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	76121600			CY	15.000000
	Service From	Service To			

Commodity Line Description:

Removal of Municipal Waste and Woody and Vegetative Debris

Extended Description:

Removal of Municipal Waste and Woody and Vegetative Debris

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	72151901			CY	4.500000
	Service From	Service To			

Commodity Line Description:

Filling In of Basements and Crawispaces

Extended Description:

Filling In of Basements and Crawlspaces

5 72151101				
			EA	650,000000
Service From	Service To	1.3.3.4		

Page: 2

Commodity Line Description:

Draining, Removal, and Backfilling of Septic Tanks

Extended Description:

Draining, Removal, and Backfilling of Septic Tanks (Per Tank)

Date Printed: Sep 29, 2020 Order Number: CMA 0307 7432 DEV1900000006 4

		EA	600.000000
service To			
36	rvice To	rvice To	rvice To

Commodity Line Description:

Sealing, Filling In, and/or Capping Underground Wells

Extended Description:

Sealing, Filling In, and/or Capping Underground Wells (Per Well)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	72141510			EA	300.000000
	Service From	Service To			

Commodity Line Description:

Removal of External Propane or Fuel Oil Tanks

Extended Description:

Removal of External Propane or Fuel Oil Tanks (Per Tank)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	76101602			EA	572.008000
	Service From	Service To			

Commodity Line Description:

Inspection, Sampling, Testing, and Documentation of Asbestos

Extended Description:

Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures (Per Structure)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	76101602			ËA	165.000000
	Service From	Service To			

Commodity Line Description:

Inspection, Sampling, Testing, and Documentation of Asbestos

Extended Description:

Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished) (Per Structure)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	76101602			SF	2,500000
	Service From	Service To			

Commodity Line Description:

Removal, Containment, & Transportation of Asbestos Material

Extended Description:

Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line Item Includes Personal Property Debris.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	76101602			EA	287,000000
	Service From	Service To			

Page: 3

Commodity Line Description:

Inspection, Sampling, Testing, and Documentation of Haz Mat.

Extended Description:

Inspection, Sampling, Testing, and Documentation of Hazardous Materials (Per Structure)

Date Printed: Sep 29, 2020 Order Number: CMA 0307 7432 DEV1900000005 4

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	76101602			EA	521.000000
	Service From	Service To			
					<u> </u>

Commodity Line Description:

Removal, Containment, and Transportation of Haz. Material

Extended Description:
Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill. (Per Structure)

1960 Kanawho Bivd. E. Building 3, Suite 600 Charleston, WV 25305



₩estVirginia.gov
 (304) 558-2234
 (800) 982-3386

CHANGE ORDER 03 TO CONTRACT CMA DEV 19*06

DATE: April 27, 2020

Change Order 03 to Contract CMA DEV 19*06 with Custom Services Industries LLC regarding necessary and approved change orders to complete RISE Housing Program for applicants.

The contract contains an exhibit for each project address. The following project addresses will be updated to remove applicants no longer in the grant program and add new applicants in their place.

REMOVE:			
CASE ID	STREET	CITY	ZIP
RN-001	2569 Richwood Rd	Fenwick	26202
RN-002	144 Pillsbury Creek Rd	Nallen	26680
RN-003	48 BFG St	Summersville	26651
RN-004	24 Birch St	Richwood	26261
RN-005	28 Birch St	Richwood	26261
RN-006	35 Boggs Ave	Richwood	26261
RN-007	35 1/2 Boggs Ave	Richwood	26261
RN-008	39 Boggs Ave	Richwood	26261
RN-010	7 Chestnut St	Richwood	26261
RN-011	13 Chestnut St	Richwood	26261
RN-013	16 E Cranberry St	Richwood	26261
RN-014	24 E Cranberry St	Richwood	26261
RN-015	50 E Cranberry St	Richwood	26261
RN-016	62 E Cranberry St	Richwood	26261
RN-017	66 E Cranberry St	Richwood	26261
RN-018	116 Front St	Richwood	26261
RN-019	128 Front St	Richwood	26261
RN-020	135 Front St	Richwood	26261
RN-022	24 Hemlock St	Richwood	26261
RN-023	26 Hemlock St	Richwood	26261
RN-024	268 Johnstown Rd	Richwood	26261
RN-025	65 Junior St	Richwood	26261
RN-027	5 Laurel St	Richwood	26261
RN-028	11 Laurel St	Richwood	26261
RN-029	53 W Main St	Richwood	26261
RN-030	55 W Main St	Richwood	26261
RN-031	85 E Main St	Richwood	26261
RN-032	19 Maple St	Richwood	26261
RN-033	20 Maple St	Richwood	26261
RN-034	28 Maple St.	Richwood	26261
RN-037	51 Maple St	Richwood	26261
RN-038	55 Maple St	Richwood	26261
RN-039	112 Maple St.	Richwood	26261
RN-040	124 Maple St	Richwood	26261
RN-041	160 Maple St	Richwood	26261

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RN-042	162 Maple St	Richwood	26261
RN-043	165 Maple St	Richwood	26261
RN-044	171 Maple St	Richwood	26261
RN-046	10 Morris Ave	Richwood	26261
RN-047	15 Morris Ave	Richwood	26261
RN-050	18 Spruce St	Richwood	26261
RN-051	55 Spruce St	Richwood	26261
RN-052	57 Spruce St	Richwood	26261
RN-054	21 W Wainut St	Richwood	26261
RN-055	25 E Walnut St	Richwood	26261
RN-056	30 W Walnut St	Richwood	26261
RN-057	31 E Walnut St	Richwood	26261
RN-058	32 W Wainut St	Richwood	26261
RN-059	33 E Walnut St	Richwood	26261
RN-060	36 W Walnut St	Richwood	26261
RN-061	37 E Walnut St	Richwood	26261
RN-062	46 E Walnut St	Richwood	26261
RN-063	48 W Walnut St	Richwood	26261
RN-064	52 W Walnut St	Richwood	26261
RN-065	1132 Hutchinson Branch Rd	Summersville	26651
RN-066	36 Maple St	Richwood	26651
RN-067	50 Maple St	Richwood	26651
	and integral at	Mentroop	2,003,
ADD:			
NN-068	11894 Turnpike Rd.	Summersville	26651
NN-070	146 Maple St	Richwood	26261
NN-071	148 Maple St	Richwood	26261
NN-072	75 E Main St.	Richwood	26261
NN-073	75 Green St.	Richwood	26261
NN-074	8 Riverside Dr.	Richwood	
NN-075	18 Maple St.	Richwood	26261
NN-076	468 Birch River Rd.	Birch River	26261
NN-078	8362 Wilderness Hwy.		26261
	2569 Richwood Rd.	Nallen	26680
NN-079		Richwood	26261
NN-080	114 Maple St.	Richwood	26261
NN-082	44 Hilton Rd.	Richwood	26261
NN-083	112 Maple St.	Richwood	26261
NN-084	99 1/2 Riverside Dr.	Richwood	26261
NN-085	202 South St.	Summersville	26651
NN-086	201 South St.	Summersville	26651
NN-090	142 Front St.	Richwood	26261
NN-091	36 Richwood Rd.	Richwood	26261
NN-092	119 Riverside Dr.	Richwood	26261
NN-093	1074 East Webster Rd.	Summersville	26651
NN-094	197 South St.	Summersville	26651
NN-095	264 Hudkins Dr.	Summersville	26651
NN-096	8869 Wilderness Hwy.	Nailen	26680
NN-097	10883 Summersville Lake Rd.	Summersville	26651
NN-098	3939 Hookersville Rd	Summersville	26651
NF-001	302 Laurel Ln.	Nailen	26580

NF-009 NF-010 NF-011 NF-012 NF-013 NF-014 NF-015 NF-016 NF-017	315 & 315 1/2 Ferry St. 215, 215 1/2, 217 Fourth Ave 319, 321 Ferry St 218 Kanawha Ave 301 Laurel Ln. 1028 First Ave. 60 Michigan Ave. 13617 Deepwater Mountain Rd 147 Beech Ave	Montgomery Montgomery Montgomery Smithers Nallen Montgomery Smithers Robson Smithers	25136 25136 25136 25186 26680 25136 25186 25173 25186
Update Addresses: RN-049	Old- 11 School Street New-13 School Street	Richwood Richwood	26261 26261
Jennifer Ferrell CAD Director, WV Deve		08.03,2020 Date	
Mike McCallister President, Custom Serv	Mil	08-03-2020	
WVDO Procurement Of	Hon	9-29-2020 Date)

DEV 19*06 Change Order 3 Address List

Address	City	Zip
10 Cherry River Plaza	Richwood	26261
17 Chestnut St	Richwood	26261
33 Green St	Richwood	26261
81 Junior St	Richwood	26261
9 Morris Ave	Richwood	26261
18 Morris Ave	Richwood	26261
13 School St	Richwood	26261
11894 Turnpike Rd.	Summersville	26651
146 Maple St	Richwood	26261
148 Maple St	Richwood	26261
75 E Main St	Richwood	26261
75 Green St	Richwood	26261
8 Riverside Dr	Richwood	26261
18 Maple St	Richwood	26261
468 Birch River Rd	Birch River	26261
8362 Wilderness Hwy	Nallen	26680
2569 Richwood Rd	Richwood	26261
114 Maple St	Richwood	26261
44 Hilton Rd	Richwood	26261
112 Maple St	Richwood	26261
99 1/2 Riverside Dr	Richwood	26261
202 South St	Summersville	26651
201 South St	Summersville	26651
142 Front St		26261
36 Richwood Rd		26261
119 Riverside Dr		26261
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8869 Wilderness Hwy	Nallen	26680
	10 Cherry River Plaza 17 Chestnut St 33 Green St 81 Junior St 9 Morris Ave 18 Morris Ave 18 Morris Ave 13 School St 11894 Turnpike Rd. 146 Maple St 75 E Main St 75 Green St 8 Riverside Dr 18 Maple St 468 Birch River Rd 8362 Wilderness Hwy 2569 Richwood Rd 114 Maple St 44 Hilton Rd 112 Maple St 99 1/2 Riverside Dr 202 South St 201 South St 142 Front St 36 Richwood Rd 119 Riverside Dr 1074 East Webster Rd 197 South St 264 Hudkins Dr	10 Cherry River Plaza 17 Chestnut St Richwood 18 Junior St Richwood Richwood 18 Morris Ave Richwood 18 Morris Ave Richwood 118 Morris Ave Richwood 11894 Turnpike Rd. Summersville 146 Maple St Richwood 15 E Main St Richwood Richwood 18 Riverside Dr Richwood 18 Maple St Richwood Rich

NN-097	845 Creassy Rd	Calvin	26660
NN-098	3939 Hookersville Rd	Summersville	26651
NF-001	302 Laurel Ln	Nallen	26680
NF-009	315 & 315 1/2 Ferry St	Montgomery	25136
NF-010	215(215 1/2, 217) Fourth Ave	Montgomery	25136
NF-011	319 (321) Ferry St	Montgomery	25136
NF-012	218 Kanawha Ave	Smithers	25186
NF-013	301 Laurel Ln.	Nallen	26680
NF-014	1028 First Ave.	Montgomery	25136
NF-015	60 Michigan Ave.	Smithers	25186
NF-016	13617 Deepwater Mountain Rd.	Robson	25173
NF-017	147 Beech Ave	Smithers	25186

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