



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: 2018-09-04

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 DEV1900000008	Procurement Folder: 491450
Document Name: Demolition and Removal of Debris - Region 3	Reason for Modification: Award of CRFQ DEV1900000007
Document Description: Demolition and Removal of Debris - Region 3	
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: 000000162472 RECLAIM COMPANY LLC PO BOX 2162 FAIRMONT WV 26552162 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Michelle L Childers Requestor Phone: (304) 558-2063 Requestor Email: michelle.l.childers@wv.gov

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

AGENCY COPY

Total Order Amount	Open End
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*see
9-4-2018*

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: SEP 06 2018 ELECTRONIC SIGNATURE ON FILE
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9/6/18

Extended Description:

Construction Contract (Open-End)

Demolition and Removal of Debris for Region 3

The vendor, Reclaim Company 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	\$8.480000
	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, Modulares, etc)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72141510			CY	\$40.000000
	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	\$20.000000
	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	\$1.180000
	Service From	Service To			

Commodity Line Description: Filling In of Basements and Crawspaces

Extended Description:

Filling In of Basements and Crawspaces

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72151101			EA	\$0.010000
	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	\$0.010000
	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	\$0.010000
	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	\$330.000000
	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	\$100.000000
	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	\$0.010000
	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	\$50.000000
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	\$228.000000
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)

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 of one (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 two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. 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)

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 within _____ days.

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 _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

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 a 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

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: \$1,000,000.00 per occurrence.

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 amount of: _____ per occurrence.

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 Contract.

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]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages 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 pre-award 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: Reclaim Company LLC

Contractor's License No.: WV- 042918

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

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

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

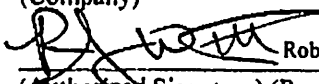
Attach additional pages if necessary

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.

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

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

Reclaim Company LLC
(Company)

Robert J Williams III, President
(Authorized Signature) (Representative Name, Title)

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

8/6/2018
(Date)

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

**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 Clay and Roane Counties.

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

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **"Construction Services"** means demolition and reclamation services as more fully described in the Project Plans.

2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **"Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed.

Demolition and Reclamation Services

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

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
 - 4.2. Valid West Virginia Contractor's License to include Demolition and Asbestos Removal
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

Demolition and Reclamation Services

8. **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.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

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

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

10. CONDITIONS OF THE WORK

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

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

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday 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.

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

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

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

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

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

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

12. MISCELLANEOUS:

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

Contract Manager:

Telephone Number:

Fax Number:

Email Address:

UNIT PRICE CONTRACT FOR DEMOLITION, DEBRIS REMOVAL, ASBESTOS ABATEMENT, AND HAZARDOUS MATERIAL REMOVAL - REGION 3			
	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulators, etc.)	Square Foot	\$ 8.48
002	Removal of Personal Property Debris (Structures that have been previously demolished but not removed).	Cubic Yard	\$ 40.00
003	Removal of Municipal Waste and Woody and Vegetative Debris.	Cubic Yard	\$ 20.00
004	Filling in of Basements and Crawlspace.	Cubic Yard	\$ 1.18
005	Draining, Removal, and Backfilling of Septic Tanks	Per Tank	\$ 0.01
006	Sealing, Filling In, and/or Capping Underground Wells	Per Well	\$ 0.01
007	Removal of External Propane or Fuel Oil Tanks	Per Tank	\$ 0.01
008	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures.	Per Structure	\$ 330.00
009	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished).	Per Structure	\$ 100.00
010	Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line item includes Personal Property Debris.	Square Foot	\$ 0.01
011	Inspection, Sampling, Testing, and Documentation of Hazardous Materials.	Per Structure	\$ 50.00
012	Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill.	Per Structure	\$ 228.00

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 3 LIST - REVISED FOR ADDENDUM 1

Street Number	Street Name	Street Suffix	Street Direction	City	County	Parcel ID	Property Type
61	Big Pigeon	Road		Amma	Roane		
2725	Big Sandy	Road		Amma	Roane		
13278	Clay	Road		Newton	Roane		
10974	Charleston	Road		Walton	Roane		
178	Virgil	Road		Walton	Roane		
53	Carpenter	Drive		Bickmore	Clay	08-05-0022-0080-0003	Residential
3975	Clay	Highway		Bickmore	Clay	08-05-0006-0024-0009	Residential
1000 Block	Basil Hively	Road		Bomont	Clay		
2500 Block	Basil Hively	Road		Bomont	Clay		
3473	Bomont	Road		Bomont	Clay	08-06-0021-0031-0000	Residential
3740	Bomont	Road		Bomont	Clay		
1200 Block	Bomont	Road		Bomont	Clay		
453	Falling Rock	Road		Bomont	Clay		
346	Meadow Branch	Road		Bomont	Clay	08-06-0013-0032-0004	Residential
489	Oak Hill Ridge	Road		Bomont	Clay	08-06-0005-0044-0004	Residential
1244	Queen	Road		Bomont	Clay		
29	Scenic River	Road		Bomont	Clay		
185	Scenic River	Road		Bomont	Clay		
243	Scenic River	Road		Bomont	Clay		
243 (beside of)	Scenic River	Road		Bomont	Clay		
400 Block	Scenic River	Road		Bomont	Clay		
95 (beside of)	Scenic River	Road		Bomont	Clay		
2189	Valley View	Drive		Bomont	Clay		
3601	Valley View	Drive		Bomont	Clay		
2711	Clay	Highway		Clay	Clay		
2831	Clay	Highway		Clay	Clay		
3410	Clay	Highway		Clay	Clay		
12	Hunters Grove	Road		Clay	Clay		
2096	Main	Street		Clay	Clay		
62	Lagoon	Lane		Clendenin	Clay		
100 Block	Black Cherry	Lane		Fola	Clay		Residential
203	Carpenter	Drive		Fola	Clay		
12366	Clay	Highway		Indore	Clay		
94	Glen	Road		Indore	Clay		
1865 (beside of)	Lower Sycamore	Road		Indore	Clay		
200 Block	Price Hollow	Road		Indore	Clay		
1329	Upper Sycamore	Road		Indore	Clay		
1393	Upper Sycamore	Road		Indore	Clay		
1727	Upper Sycamore	Road		Indore	Clay		
2187	Upper Sycamore	Road		Indore	Clay		
2502	Upper Sycamore	Road		Indore	Clay		
3909	Upper Sycamore	Road		Indore	Clay		
4630	Upper Sycamore	Road		Indore	Clay		
4788	Upper Sycamore	Road		Indore	Clay		
4932	Upper Sycamore	Road		Indore	Clay		
2182 (beside of)	Upper Sycamore	Road		Indore	Clay		
3800 Block	Upper Sycamore	Road		Indore	Clay		
875	Big Otter	Highway		Ivydale	Clay		
3582	Big Otter	Highway		Ivydale	Clay		

3616	Big Otter	Highway		Ivydale	Clay		
4989	Big Otter	Highway		Ivydale	Clay		
5000-7000 Block	Ivydale	Road		Ivydale	Clay		
6000 Block	Ivydale	Road		Ivydale	Clay		
100 Block	Rush Fork	Road		Ivydale	Clay		
1048	Bird Hollow	Road		Lizemore	Clay		Residential
100 Block	Brownwood	Lane		Lizemore	Clay		
14000	Clay	Highway		Lizemore	Clay		
2165	Holcomb Ridge	Road		Lizemore	Clay		
1064	Independence	Road		Lizemore	Clay		
1334	Independence	Road		Lizemore	Clay		
1375	Independence	Road		Lizemore	Clay		
1451	Independence	Road		Lizemore	Clay		
1474	Independence	Road		Lizemore	Clay		
1776	Independence	Road		Lizemore	Clay		
1100 Block	Independence	Road		Lizemore	Clay		
86	Juno	Drive		Lizemore	Clay		
100 Block	Lancaster	Lane		Lizemore	Clay		
200-400 Block	Blue Knob	Road		Maysel	Clay		
1000 Block	Hansford Fork	Road		Maysel	Clay		
939	Hansford Fork	Road		Maysel	Clay		
40	Maysel Laurel Ridge	Road		Maysel	Clay		
165	Maysel Laurel Ridge	Road		Maysel	Clay		
576	Maysel Laurel Ridge	Road		Maysel	Clay		
300 Block	Maysel Laurel Ridge	Road		Maysel	Clay		Residential
500 Block	Maysel Laurel Ridge	Road		Maysel	Clay		
1236	Procious Maysel	Road		Maysel	Clay		
2566	Procious Maysel	Road		Maysel	Clay		
4014	Procious Maysel	Road		Maysel	Clay		
3400 Block	Procious Maysel	Road		Maysel	Clay		
6000 Block	Procious Maysel	Road		Maysel	Clay		
214	Teaberry Hollow	Road		Maysel	Clay		
520 (across the road)	Laurel Fork	Road		Ovapa	Clay		
2445	Ovapa	Road		Ovapa	Clay		
4362	Ovapa	Road		Ovapa	Clay		
16569	Elk River	Road		Procious	Clay		
22	Moccasin	Drive		Procious	Clay		
6012	Procious Maysel	Road		Procious	Clay		
8617	Procious Maysel	Road		Procious	Clay		
9565	Procious Maysel	Road		Procious	Clay		
10031	Procious Maysel	Road		Procious	Clay		
9565 (beside)	Procious Maysel	Road		Procious	Clay		
1400 Block	Twistabout	Road		Procious	Clay		
458 (beside of)	Twistabout	Road		Procious	Clay		
4000 Block	Procious Maysel	Road		Varney	Clay		
335	Left Fork of Sandy	Road		Wallback	Clay		
774	Summers Fork of Sandy	Road		Wallback	Clay		
1559	Wallback	Road		Wallback	Clay		
6682	Wallback	Road		Wallback	Clay		
6748	Wallback	Road		Wallback	Clay		
5892	Wallback	Road		Wallback	Clay		
6334	Wallback	Road		Wallback	Clay		
3315	Wallback	Road		Wallback	Clay		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2018

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

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

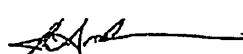
PRODUCER USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	CONTACT NAME: Denise A Deem
	PHONE (A/C, Ho, Ext): 304-381-3426 FAX (A/C, No): 304-381-3430
INSURED Reclaim Company LLC PO Box 2162 Fairmont, WV 26555	E-MAIL ADDRESS: denise.deem@usi.com
	INSURER(S) AFFORDING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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EPK123003	06/11/2018	06/11/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP.OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		3330987470	06/11/2018	06/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per perscn) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EFX110835	06/11/2018	06/11/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EPK123003 Ohio Stop Gap Only	06/11/2018	06/11/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented		3330987470	06/11/2018	06/11/2019	\$400,000 \$1000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of West Virginia is additional insured with respects to general liability and automobile liability when required by written contract. Project: CRFQ DEV190000007, Demolition & Removal of Debris-Region 3

CERTIFICATE HOLDER State of West Virginia Department of Administration Purchasing Division 2109 Washington Street, East Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

July 24, 2019

Ms. Linda Harper
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

RE: Reclaim Contract Renewal CMA DEV19*8

Dear Ms. Harper:

The West Virginia Development Office would like to renew the contract with Reclaim under the same terms, conditions, and pricing as stated in the original contract. The renewal dates are from September 1, 2019 through August 31, 2020. An updated Purchasing Affidavit is also attached.

Sincerely,

A handwritten signature in black ink that reads "Kelli Compton". The signature is written in a cursive, flowing style.

Kelli Compton
Procurement Officer



RECLAIM

P.O. Box 2162 • Fairmont, WV 26555-2162
304-366-7070 ph • 304-816-0194 fax

July 18, 2019

West Virginia Department of Commerce
Development Office
1900 Kanawha BLVD, East
Charleston, WV 25305

Re: Contract # DEV1900000008

Dear Sir/Madam;

I am writing to request a one-year extension/renewal of contract number CRFQ DEV1900000007 for the demolition and removal of debris in region 3 which was effective on 09-01-2018 under the same terms and conditions. In support of this request the following events have occurred:

- A notice to proceed was not issued until May 13, 2019 for 6 of the 102 addresses listed in the issued contract. We were informed that the delay was to allow HUD to review the documentation process and that some changes were needed to be made to the Policies and Procedures that govern the grant funds. The changes are related to the application and record keeping processes and this is not reflective of Reclaim, our performance or our contract with the state.
- On May 15, 2019, Reclaim began the inspection and documentation of these 6 structures.
- On June 3, 2019, after the sample results were received, Reclaim filed the necessary 10 day notices required before beginning any asbestos removal or demolition.
- On June 19, 2019, we received a temporary stop work notice so that HUD could continue their review of the process and methodology.
- As of July 18, 2019, we have not been notified to resume any contract work.

We look forward to completing the contract in a timely manner.

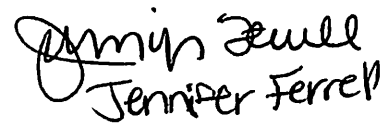
Feel free to contact me at 304-366-7070 or RJ@reclaimco.com or Pbenedum@reclaimco.com

Sincerely,



Robert Williams, III President
Reclaim Company, LLC
PO Box 2162
Fairmont, WV 26555

cc. WV Dept. of Administration, Purchasing Division
WV Attorney General Office





CHANGE ORDER 02 TO CONTRACT CMA DEV 19*08

DATE: March 19, 2020

Change Order 02 to Contract CMA DEV 19*08 with Reclaim Company 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
RC-008	3975 Clay Highway	Bickmore	25019
RC-011	3473 Bomont Rd	Bomont	25030
RC-013	2500 BLK Bomont Rd	Bomont	25030
RC-014	453 Falling Rock Rd	Bomont	25045
RC-015	346 Meadow Branch Rd	Bomont	25030
RC-016	489 Oak Hill Ridge Rd	Bomont	25164
RC-017	1244 Queen Rd	Bomont	25045
RC-022	400 Block Scenic River Rd	Bomont	25045
RC-023	95 (beside of) Scenic River Rd	Bomont	25164
RC-024	243 Scenic River Rd	Bomont	25164
RC-025	2189 Valley View Dr	Bomont	25164
RC-026	3601 Valley View Dr	Bomont	25164
RC-027	2711 Clay Highway	Clay	25043
RC-028	2831 Clay Highway	Clay	25043
RC-030	12 Hunters Grove Rd	Clay	25043
RC-032	62 Lagoon Ln	Clendenin	25045
RC-033	100 Blk Black Cherry Ln	Fola	25019
RC-034	203 Carpenter Dr	Fola	25019
RC-035	12366 Clay Highway	Indore	25111
RC-036	94 Glen Rd	Indore	25111
RC-037	1865 Lower Sycamore Rd	Indore	25111
RC-039	1329 Upper Sycamore Rd	Indore	25111
RC-042	2187 Upper Sycamore Rd	Indore	25111
RC-044	3909 Upper Sycamore Rd	Indore	25111
RC-046	4788 Upper Sycamore Rd	Indore	25111
RC-047	4932 Upper Sycamore Rd	Indore	25111
RC-048	2182 Upper Sycamore Rd	Indore	25111
RC-049	3800 Blk Upper Sycamore Rd	Indore	25111
RC-050	875 Big Otter Highway	Ivydale	25113
RC-051	3582 Big Otter Highway	Ivydale	25113
RC-052	3616 Big Otter Highway	Ivydale	25113
RC-053	4989 Big Otter Highway	Ivydale	25113
RC-055	5000-7000 Blk (6522) Ivydale Rd	Ivydale	25113
RC-057	1048 Bird Hollow Rd	Lizemore	25111
RC-058	100 blk (297) Brownwood Ln	Lizemore	25111
RC-059	14000 Clay Highway	Lizemore	25111
RC-060	2165 Holcomb Ridge Rd	Lizemore	25111
RC-061	1064 Independence Rd	Lizemore	25111
RC-064	1451 Independence Rd	Lizemore	25111
RC-065	1474 Independence Rd	Lizemore	25111

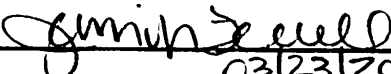
RC-066	1776 Independence Rd	Lizemore		25111
RC-067	1100 Blk Independence Rd	Lizemore	25111	
RC-071	1000 Blk Hansford Fork Rd	Maysel	25133	
RC-073	40 Maysel Laurel Ridge Rd	Maysel	25133	
RC-075	576 Maysel Laurel Ridge Rd	Maysel	25133	
RC-076	300 Blk Maysel Laurel Ridge Rd	Maysel		25133
RC-077	500 Blk Maysel Laurel Ridge Rd	Maysel		25133
RC-079	2566 Prociuous Maysel Rd	Maysel	25133	
RC-080	4014 Prociuous Maysel Rd	Maysel	25133	
RC-084	520 (across the road) Laurel Fork Rd	Ovapa		25120
RC-088	22 Moccasin Dr	Prociuous		25164
RC-089	6012 Prociuous Maysel Rd	Prociuous	25164	
RC-090	8617 Prociuous Maysel Rd	Prociuous	25164	
RC-092	10031 Prociuous Maysel Rd	Prociuous	25164	
RC-093	9565 (beside) Prociuous Maysel Rd	Prociuous		25164
RC-094	1400 BLK Twistabout Rd	Prociuous	25164	
RC-096	4000 BLK Prociuous Maysel Rd	Varney	25678	
RC-097	335 Left Fork of Sandy Rd	Wallback	25285	
RC-098	774 Summers Fork of Sandy Rd	Wallback		25285
RC-100	6682 Wallback Rd	Wallback	25285	
RC-101	6748 Wallback Rd	Wallback	25285	
RC-104	3315 Wallback Rd	Wallback	25285	
RR-001	61 Big Pigeon Rd	Amma	25005	
RR-002	2725 Big Sandy Rd	Amma	25005	
RR-006	178 Virgil Rd	Walton	25286	
NA	1200 Block Bomont Rd	Bomont		25030
NA	3410 Clay Highway	Clay	25043	
NA	2096 Main St	Clay	25043	
NA	86 Juno Drive	Lizemore	25111	
NA	16569 Elk River Rd	Prociuous	25164	
ADD:				
RC-038	388 Price Hollow Rd.	Indore	25111	
RC-068	86 Kermit Rd.	Lizemore	25125	
RC-073	30 Williams Mountain Rd.	Clay	25133	
NC-105	2054 Ovapa Rd.	Prociuous	25164	
NC-106	3335 Prociuous Maysel Rd.	Prociuous	25164	
NC-107	6310 Ivydale Rd.	Clay	25043	
NC-108	198 Carver Fork Rd.	Bickmore	25019	
NC-109	2050 Ivydale Rd.	Clay	25043	
NC-110	4022 Ivydale Rd.	Clay	25043	
NC-111	6474 Ivydale Rd.	Clay	25043	
NC-112	4708 Ivydale Rd.	Clay	25043	
NC-113	3642 Triplett Ridge Rd.	Clay		25043
NC-114	37 Light Dr.	Clay	25043	
NC-115	4066 Ovapa Rd.	Prociuous		25164
NC-116	2217 Ovapa Rd.	Prociuous		25164
NC-117	1383 Hartland Rd.	Clay	25043	
NC-118	1485 Hartland Rd.	Clay	25043	
NC-119	9228 Ivydale Rd.	Clay	25043	
NC-120	356 Price Hollow Rd.	Lizemore	25125	
NC-121	6012 Prociuous Maysel Rd.	Maysel	25133	
NC-122	38 Elm St.	Clay	25043	
NC-124	Rt. 4	Duck	25063	
NC-125	365 Bomont Rd.	Bomont		25285
NC-126	18316 Duck Rd.	Duck		25063

NC-127	1355 Upper Sycamore.	Indore	25111
NC-128	245 Old School Rd.	Prociuous	25164
NC-129	1366 Oasis Rd.	Duck	25063
NR-007	626 Market St.	Spencer	25276
NR-008	115 Spring St.	Spencer	25276
NR-009	118 Reynolds St.	Spencer	25276
NR-010	326 Spring St.	Spencer	25276
NR-011	136 Elm St.	Spencer	25276
NR-013	46 Amma Rd.	Clendenin	25045
NR-014	101 Burke St.	Spencer	25276
NR-015	104 Bartlett Ave.	Spencer	25276
NR-016	22 Lynn St.	Spencer	25276
NR-017	24 Lynn St.	Spencer	25276
NR-019	204 Front St.	Spencer	25276
NR-020	224 Fourth St.	Spencer	25276
NR-021	346 Parkersburg Rd.	Spencer	25276
NR-022	207 court St.	Spencer	25276
NR-023	9117 Clay Road / 9121 Clay Rd.	Left hand	25251
NR-024	225 Harmony Rd.	Gandeeville	25243
NR-025	89 Water St.	Spencer	25276
NR-026	93 charleston Rd.	Spencer	25276
NR-027	894 Canoe Rd.	Looneyville	25259
NR-028	5149 Ripley Rd.	Reedy	25270
NR-029	2065 Spring Creek Rd.	Spencer	25276
NR-030	721 Clover Rd.	Spencer	25276
NR-032	4101 Lick Frk. Rd.	Spencer	25276
NR-033	26 Washington St.	Reedy	25270
NR-034	25 Green creek Rd.	Walton	25286
NR-035	393 Ambler Ridge Rd.	Walton	25286
NR-036	609 Big Sandy Rd.	Left hand	25251
NR-037	6 Hillcrest Rd.	Walton	25286
NR-038	545 Sunflower Rd.	Leroy	25252
NR-039	5339 Charleston Rd.	Gandeeville	25243
NR-040	1421 Hank Rd.	Spencer	25276
NR-041	1158 Ripley Rd.	Spencer	25276
NR-042	1321 Ripley Rd.	Spencer	25276
NR-043	18 Dogwood Dr.	Looneyville	25259
NR-044	81 Lester St.	Reedy	25270
NR-045	1586 Dry Ridge Rd.	Walton	25286
NR-046	9210 Chas Rd.	Walton	25286
NR-047	6672 Clay Rd.	Spencer	25276
NR-048	796 Laurel Rd.	Spencer	25276
NR-049	61 Vineyard Ridge.	Looneyville	25259

Update Addresses:

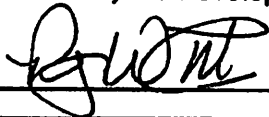
RC-009	Old- 1000 Blk Basil Hively Rd	Prociuous	25164
	New-950 Basil Hively Rd.	Prociuous	25164
RC-037	Old-200 Blk Price Hollow Rd.	Lizemore	25125
	New- 287 Price Hollow Rd.	Lizemore	25125
RC-054	Old- 6000 Blk Ivydale Rd.	Ivydale	25113
	New-6500 Ivydale Rd.	Ivydale	25113
RC-056	Old-100 BLK Rush Fork Rd	Ivydale	25113
	New-28 Rush Fork Rd, 146 Pilot Lane	Ivydale	25113
RC-069	Old-100 Blk Lancaster Ln	Lizemore	25059
	New-100 Lancaster Ln.	Lizemore	25059
RC-070	Old-200-400 Blk Blue Knob Rd	Maysel	25133

RC-078	New-309 Blue Knob Rd.	Maysel	25133
	Old-1236 Prociuous Maysel Rd	Maysel	25133
RC-087	New-1566 Prociuous Maysel Rd.	Maysel	25133
	Old- 3400 Blk Prociuous Maysel Rd	Prociuous	25164
RC-082	New-12816 Prociuous Maysel Rd.	Prociuous	25164
	Old-6000 Blk Prociuous Maysel Rd	Maysel	25133
RC-085	New-6177 Prociuous Maysel Rd.	Maysel	25133
	Old- 2445 Ovapa Rd	Prociuous	21564
RC-095	New-2455 Ovapa Rd.	Prociuous	25164
	Old- 458 (beside of) Twistabout Rd	Prociuous	25164
	New-458 Twistabout Rd	Prociuous	25164


03/23/2020

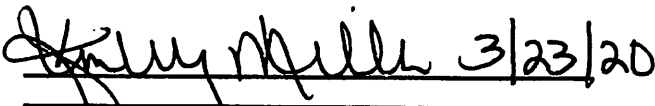
Jennifer Ferrell
 CAD Director, WV Development Office

Date


3/20/20

Robert J. Williams III
 President, Reclaim Company LLC

Date


3/23/20

WVDQ Procurement Officer

Date

REVISED PROJECT LIST FOR CMA DEV 19*08 PER CHANGE ORDER 2

Case Number	Address	City	Zip
RC-007	53 Carpenter Dr.	Bickmore	25019
RC-010	2506 Bomont Rd.	Bomont	25045
RC-012	3740 Bomont Rd.	Bomont	25045
RC-018	29 Scenic River Rd.	Bomont	25045
RC-019	185 Scenic River Rd.	Bomont	25045
RC-020	243 Scenic River Rd.	Bomont	25045
RC-037	287 Price Hollow Rd.	Lizemore	25125
RC-038	388 Price Hollow Rd.	Indore	25111
RC-040	1393 Upper Sycamore Rd.	Indore	25111
RC-041	1727 Upper Sycamore Rd.	Indore	25111
RC-043	2502 Upper Sycamore Rd.	Indore	25111
RC-045	4630 Upper Sycamore Rd.	Indore	25111
RC-054	6500 Ivydale Rd.	Ivydale	25113
RC-056	28 Rush Fork Rd and 146 Pilot Lane	Ivydale	25113
RC-062	1334 Independence Rd.	Lizemore	25111
RC-063	1375 Independence Rd.	Lizemore	25111
RC-068	86 Kermit Rd.	Lizemore	25125
RC-069	100 Lancaster Ln.	Lizemore	25059
RC-070	309 Blue Knob Rd.	Maysel	25133
RC-072	939 Hansford Fork Rd.	Maysel	25133
RC-073	30 Williams Mountain Rd.	Clay	25133
RC-074	165 Maysel Laurel Ridge Rd.	Maysel	25043
RC-078	1566 Prociuous Maysel Rd.	Maysel	25133
RC-082	6177 Prociuous Maysel Rd.	Maysel	25133
RC-083	214 Teaberry Hollow Rd.	Maysel	25133
RC-085	2455 Ovapa Rd.	Prociuous	25164
RC-086	4362 Ovapa Rd.	Prociuous	25164
RC-087	12816 Prociuous Maysel Rd.	Prociuous	25164
RC-091	9565 Prociuous Maysel Rd.	Prociuous	25164
RC-095	458 Twistabout Rd.	Prociuous	25164
RC-099	1559 Wallback Rd.	Wallback	25285
RC-102	5892 Wallback Rd.	Wallback	25285
RC-103	6334 Wallback Rd.	Wallback	25285
NC-105	2054 Ovapa Rd.	Prociuous	25164
NC-106	3335 Prociuous Maysel Rd.	Prociuous	25164
NC-107	6310 Ivydale Rd.	Clay	25043
NC-108	198 Carver Fork Rd.	Bickmore	25019
NC-109	2050 Ivydale Rd.	Clay	25043
NC-110	4022 Ivydale Rd.	Clay	25043
NC-111	6474 Ivydale Rd.	Clay	25043
NC-112	4708 Ivydale Rd.	Clay	25043
NC-113	3642 Triplett Ridge Rd.	Clay	25043
NC-114	37 Light Dr.	Clay	25043
NC-115	4066 Ovapa Rd.	Prociuous	25164
NC-116	2217 Ovapa Rd.	Prociuous	25164

REVISED PROJECT LIST FOR CMA DEV 19*08 PER CHANGE ORDER 2

Case Number	Address	City	Zip
NC-117	1383 Hartland Rd.	Clay	25043
NC-118	1485 Hartland Rd.	Clay	25043
NC-119	9228 Ivydale Rd.	Clay	25043
NC-120	356 Price Hollow Rd.	Lizemore	25125
NC-121	6012 Prociuous Maysel Rd.	Maysel	25133
NC-122	38 Elm St.	Clay	25043
NC-124	Rt. 4 (Use Lat. and Long.)	Duck	25063
NC-125	365 Bomont Rd.	Bomont	25285
NC-126	18316 Duck Rd.	Duck	25063
NC-127	1355 Upper Sycamore.	Indore	25111
NC-128	245 Old School Rd.	Prociuous	25164
NC-129	1366 Oasis Rd.	Duck	25063
RR-004	13278 Clay Rd.	Newton	25266
RR-005	10974 Charleston Rd.	Walton	25286
NR-007	626 Market St.	Spencer	25276
NR-008	115 Spring St.	Spencer	25276
NR-009	118 Reynolds St.	Spencer	25276
NR-010	326 Spring St.	Spencer	25276
NR-011	136 Elm St.	Spencer	25276
NR-013	46 Amma Rd.	Clendenin	25045
NR-014	101 Burke St.	Spencer	25276
NR-015	104 Bartlett Ave.	Spencer	25276
NR-016	22 Lynn St.	Spencer	25276
NR-017	24 Lynn St.	Spencer	25276
NR-019	204 Front St.	Spencer	25276
NR-020	224 Fourth St.	Spencer	25276
NR-021	346 Parkersburg Rd.	Spencer	25276
NR-022	207 court St.	Spencer	25276
NR-023	9117 Clay Road / 9121 Clay Rd.	Left hand	25251
NR-024	225 Harmony Rd.	Gandeeville	25243
NR-025	89 Water St.	Spencer	25276
NR-026	93 charleston Rd.	Spencer	25276
NR-027	894 Canoe Rd.	Looneyville	25259
NR-028	5149 Ripley Rd.	Reedy	25270
NR-029	2065 Spring Creek Rd.	Spencer	25276
NR-030	721 Clover Rd.	Spencer	25276
NR-032	4101 Lick Frk. Rd.	Spencer	25276
NR-033	26 Washington St.	Reedy	25270
NR-034	25 Green creek Rd.	Walton	25286
NR-035	393 Ambler Ridge Rd.	Walton	25286
NR-036	609 Big Sandy Rd.	Left hand	25251
NR-037	6 Hillcrest Rd.	Walton	25286
NR-038	545 Sunflower Rd.	Leroy	25252
NR-039	5339 Charleston Rd.	Gandeeville	25243
NR-040	1421 Hank Rd.	Spencer	25276

REVISED PROJECT LIST FOR CMA DEV 19*08 PER CHANGE ORDER 2

Case Number	Address	City	Zip
NR-041	1158 Ripley Rd.	Spencer	25276
NR-042	1321 Ripley Rd.	Spencer	25276
NR-043	18 Dogwood Dr.	Looneyville	25259
NR-044	81 Lester St.	Reedy	25270
NR-045	1586 Dry Ridge Rd.	Walton	25286
NR-046	9210 Chas Rd.	Walton	25286
NR-047	6672 Clay Rd.	Spencer	25276
NR-048	796 Laurel Rd.	Spencer	25276
NR-049	61 Vineyard Ridge.	Looneyville	25259



WEST VIRGINIA

DEVELOPMENT OFFICE

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

May 19, 2020

Robert Williams
P.O. Box 2162
Fairmont, WV 26555


RE: CMA DEV1900000008 Contract Renewal

Mr. Williams,

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 31st, 2021. Please sign below if your company agrees to this renewal.

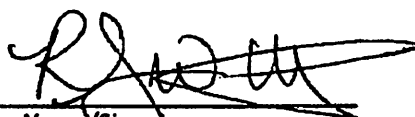
A Purchasing Affidavit is also attached and requires a signature and date.

Sincerely,


Kelli 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

President
Title

5/26/2020
Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Reclaim Company, LLC

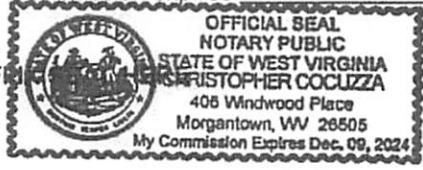
Authorized Signature: [Signature] Date: 5/26/2020

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 26th day of May, 2020.

My Commission expires December 9th, 2021.



NOTARY PUBLIC [Signature]



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

September 1, 2020

To: Mike Sheets, Director of Division of Purchasing

From: Jennifer Ferrell, Director of CAD

Re: Reclaim Bond Rider Reduction
CMA DEV19.05 and DEV19.08

In August 2018, the West Virginia Development Office published and awarded two (2) Clearance and Demolition Contracts (DEV 19*05 and DEV 19*08) to Reclaim Company, LLC. The Exhibit Pricing Pages attached had quantities that were estimated to include three (3) structures per Project Location totaling 339 for DEV 19*05 and 312 for DEV 19*08 on commodity line item 8 of each contract.

After completing the case management processes, most of the original properties were closed out and replaced with new properties that met program eligibility requirements. It has also been determined that the updated quantities per structure have significantly decreased with structures now totaling 109 for DEV 19*05 and 112 for DEV 19*08.

To date, Reclaim Company, LLC. has completed project structures totaling \$246,668.60. It is estimated that 214 total structures remain under both contracts for a Total Cost of \$1,533,803.48. The breakdown of the new structure quantities and updated project costs are reflected in the attached tables.

The WV Development Office and Reclaim Company, LLC. agree that the State is sufficiently protected by allowing the Vendor to reduce their Bond amount (\$781,155.02 for DEV 19*05 and \$999,317.06 for DEV 19*08) and hereby request the bonding amount be reduced as such.

Jennifer Ferrell/Director, CAD WVDO

WV Development Office Representative (Print)

Handwritten signature of Jennifer Ferrell in black ink.

WV Development Office Representative (Sign)

09/01/2020

Date

Handwritten signature of Keei Compton in black ink.
09/01/2020

Handwritten signature of Robert J. Williams in black ink.

Reclaim Company, LLC Representative (Print)

Handwritten signature of Robert J. Williams in black ink.

Reclaim Company, LLC Representative (Sign)

9/1/2020

Date

WEST VIRGINIA DEVELOPMENT OFFICE

CHANGE ORDER 04 TO CONTRACT CMA DEV 19*08

DATE: July 29, 2020

Change Order ⁰⁴ ~~03~~ to Contract CMA DEV 19*08 with Reclaim Company 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 add applicants previously removed from contract.

Addr:	CASE ID	STREET	CITY	ZIP
	RC-029	3410 Clay Highway	Clay	25043
	RC-031	2096 Main St	Clay	25043



Jennifer Ferrell
CAD Director, WV Development Office

07/29/2020

Date



Steve Gabbert
Project Manager, Reclaim Company LLC

Date

7/29/20



Kelli Compton
WVDO Procurement Officer

Date

7/30/2020

DEV 19*08 Change Order 4 Address List

Case Number	Address	City	Zip
RC-007	53 Carpenter Dr.	Bickmore	25019
RC-010	2506 Bomont Rd.	Bomont	25045
RC-012	3740 Bomont Rd.	Bomont	25045
RC-018	29 Scenic River Rd.	Bomont	25045
RC-019	185 Scenic River Rd.	Bomont	25045
RC-020	249 Scenic River Rd.	Bomont	25045
RC-029	3410 Clay Highway	Clay	25019
RC-031	2096 Main St.	Clay	25043
RC-037	287 Price Hollow Rd.	Lizemore	25125
RC-038	388 Price Hollow Rd.	Indore	25111
RC-040	1393 Upper Sycamore Rd.	Indore	25111
RC-041	1727 Upper Sycamore Rd.	Indore	25111
RC-043	2502 Upper Sycamore Rd.	Indore	25111
RC-045	4630 Upper Sycamore Rd.	Indore	25111
RC-054	6500 Ivydale Rd.	Ivydale	25113
RC-056	28 Rush Fork Rd and 146 Pilot Lane	Ivydale	25113
RC-062	1334 Independence Rd.	Lizemore	25111
RC-063	1375 Independence Rd.	Lizemore	25111
RC-068	86 Kermit Rd.	Lizemore	25125
RC-069	100 Lancaster Ln.	Lizemore	25059
RC-070	309 Blue Knob Rd.	Maysel	25133
RC-072	939 Hansford Fork Rd.	Maysel	25133
RC-073	30 Williams Mountain Rd.	Clay	25133
RC-074	165 Maysel Laurel Ridge Rd.	Maysel	25043
RC-078	1566 Prociuous Maysel Rd.	Maysel	25133
RC-082	6177 Prociuous Maysel Rd.	Maysel	25133
RC-083	214 Teaberry Hollow Rd.	Maysel	25133
RC-085	2455 Ovapa Rd.	Prociuous	25164
RC-086	4362 Ovapa Rd.	Prociuous	25164
RC-087	12816 Prociuous Maysel Rd.	Prociuous	25164
RC-091	9565 Prociuous Maysel Rd.	Prociuous	25164
RC-095	458 Twistabout Rd.	Prociuous	25164
RC-099	1559 Wallback Rd.	Wallback	25285
RC-102	5892 Wallback Rd.	Wallback	25285
RC-103	6334 Wallback Rd.	Wallback	25285
RR-004	13278 Clay Rd.	Newton	25266
RR-005	10974 Charleston Rd.	Walton	25286
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NC-106	3335 Prociuous Maysel Rd.	Prociuous	25164
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NC-111	6474 Ivydale Rd.	Clay	25043
NC-112	4708 Ivydale Rd.	Clay	25043
NC-113	3642 Triplett Ridge Rd.	Clay	25043
NC-114	37 Light Dr.	Clay	25043
NC-115	4066 Ovapa Rd.	Proclous	25164
NC-116	2217 Ovapa Rd.	Proclous	25164
NC-117	1383 Hartland Rd.	Clay	25043
NC-118	1485 Hartland Rd.	Clay	25043
NC-119	9228 Ivydale Rd.	Clay	25043
NC-120	356 Price Hollow Rd.	Lizemore	25125
NC-121	6012 Proclous Maysel Rd.	Maysel	25133
NC-122	38 Elm St.	Clay	25043
NC-124	Rt. 4 (Use Lat. and Long.)	Duck	25063
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NC-127	1355 Upper Sycamore.	Indore	25111
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NR-007	626 Market St.	Spencer	25276
NR-008	115 Spring St.	Spencer	25276
NR-009	118 Reynolds St.	Spencer	25276
NR-010	326 Spring St.	Spencer	25276
NR-011	136 Elm St.	Spencer	25276
NR-013	46 Amma Rd.	Clendenin	25045
NR-014	101 Burke St.	Spencer	25276
NR-015	104 Bartlett Ave.	Spencer	25276
NR-016	22 Lynn St.	Spencer	25276
NR-017	24 Lynn St.	Spencer	25276
NR-019	204 Front St.	Spencer	25276
NR-020	224 Fourth St.	Spencer	25276
NR-021	346 Parkersburg Rd.	Spencer	25276
NR-022	207 court St.	Spencer	25276
NR-023	9117 Clay Road / 9121 Clay Rd.	Left hand	25251
NR-024	225 Harmony Rd.	Gandeeville	25243
NR-025	89 Water St.	Spencer	25276
NR-026	93 charleston Rd.	Spencer	25276
NR-027	894 Canoe Rd.	Looneyville	25259
NR-028	5149 Ripley Rd.	Reedy	25270
NR-029	2065 Spring Creek Rd.	Spencer	25276
NR-030	721 Clover Rd.	Spencer	25276
NR-032	4101 Lick Frk. Rd.	Spencer	25276
NR-033	26 Washington St.	Reedy	25270
NR-034	25 Green creek Rd.	Walton	25286
NR-035	393 Ambler Ridge Rd.	Walton	25286

NR-036	609 Big Sandy Rd.	Left hand	25251
NR-037	6 Hillcrest Rd.	Walton	25286
NR-038	545 Sunflower Rd.	Leroy	25252
NR-039	5339 Charleston Rd.	Gandeeville	25243
NR-040	1421 Hank Rd.	Spencer	25276
NR-041	1158 Ripley Rd.	Spencer	25276
NR-042	1321 Ripley Rd.	Spencer	25276
NR-043	18 Dogwood Dr.	Looneyville	25259
NR-044	81 Lester St.	Reedy	25270
NR-045	1586 Dry Ridge Rd.	Walton	25286
NR-046	9210 Chas Rd.	Walton	25286
NR-047	6672 Clay Rd.	Spencer	25276
NR-048	796 Laurel Rd.	Spencer	25276
NR-049	61 Vineyard Ridge.	Looneyville	25259
RC-009	950 Basil Hively Rd.	Procious	25164



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: 09-03-2020

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 DEV1900000008 5	Procurement Folder:	491450
Document Name:	Demolition and Removal of Debris - Region 3	Reason for Modification:	Change order #4 issued to allow the Bid Bond to be reduced per the attached documentation.
Document Description:	Change Order #4		
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		DEPARTMENT CONTACT	
Vendor Customer Code:	000000162472	Requestor Name:	Kelli D Compton
RECLAIM COMPANY LLC		Requestor Phone:	(304) 558-2234
PO BOX 2162		Requestor Email:	kelli.d.compton@wv.gov
FAIRMONT	WV 265552162		
US			
Vendor Contact Phone:	999-999-9999 Extension:		
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE DEPT OF COMMERCE FINANCE DIVISION BLDG 3 SUITE 800 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	WV DEVELOPMENT OFFICE ADMINISTRATION 11900 KANAWHA BLVD E BLDG 3 SUITE 600 CHARLESTON WV 25305-0311 US

Total Order Amount: Open End

AGENCY COPY

DJS 9/8/2020

PURCHASING DIVISION AUTHORIZATION
Lynide Harper
 DATE: 9-8-2020
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Gray
 DATE: 9/11/2020
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Tolson
 DATE: SEP 15 2020
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change order #4 issued to allow the Bid Bond to be reduced per the attached documentation. Change order #4 is also issued to update project address list per attached documentation.

No other changes.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141510			SF	8.480000
	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, Modulares, etc)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72141510			CY	40.000000
	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	76121800			CY	20.000000
	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	1.180000
	Service From	Service To			

Commodity Line Description: Filling In of Basements and Crawlspace

Extended Description:

Filling In of Basements and Crawlspace

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72151101			EA	0.010000
	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	0.010000
	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	0.010000
	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	78101602			EA	330.000000
	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	78101602			EA	100.000000
	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	78101602			SF	0.010000
	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	78101602			EA	50.000000
	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	228.000000
	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)



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

September 1, 2020

To: Mike Sheets, Director of Division of Purchasing

From: Jennifer Ferrell, Director of CAD

Re: Reclaim Bond Rider Reduction
CMA DEV19.05 and DEV19.08

In August 2018, the West Virginia Development Office published and awarded two (2) Clearance and Demolition Contracts (DEV 19*05 and DEV 19*08) to Reclaim Company, LLC. The Exhibit Pricing Pages attached had quantities that were estimated to include three (3) structures per Project Location totaling 339 for DEV 19*05 and 312 for DEV 19*08 on commodity line item 8 of each contract.

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To date, Reclaim Company, LLC. has completed project structures totaling \$246,668.60. It is estimated that 214 total structures remain under both contracts for a Total Cost of \$1,533,803.48. The breakdown of the new structure quantities and updated project costs are reflected in the attached tables.

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Jennifer Ferrell/Director, CAD WVDO
WV Development Office Representative (Print)



WV Development Office Representative (Sign)

09/01/2020

Date


09/01/2020


Reclaim Company, LLC Representative (Print)


Reclaim Company, LLC Representative (Sign)

9/1/2020

Date

WEST VIRGINIA DEVELOPMENT OFFICE

CHANGE ORDER 04 TO CONTRACT CMA DEV 19*08

DATE: July 29, 2020

Change Order 04 to Contract CMA DEV 19*08 with Reclaim Company 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 add applicants previously removed from contract.

Addr:			
CASE ID	STREET	CITY	ZIP
RC-029	3410 Clay Highway	Clay	25043
RC-031	2096 Main St	Clay	25043



Jennifer Ferrell
CAD Director, WV Development Office

07/29/2020

Date



Steve Gabbert
Project Manager, Reclaim Company LLC

7/29/20

Date



Kelli Compton
WVDO Procurement Officer

7/30/2020

Date

DEV 19*08 Change Order 4 Address List

Case Number	Address	City	Zip
RC-007	53 Carpenter Dr.	Bickmore	25019
RC-010	2506 Bomont Rd.	Bomont	25045
RC-012	3740 Bomont Rd.	Bomont	25045
RC-018	29 Scenic River Rd.	Bomont	25045
RC-019	165 Scenic River Rd.	Bomont	25045
RC-020	249 Scenic River Rd.	Bomont	25045
RC-029	3410 Clay Highway	Clay	25019
RC-031	2096 Main St.	Clay	25043
RC-037	287 Price Hollow Rd.	Lizemore	25125
RC-038	388 Price Hollow Rd.	Indore	25111
RC-040	1393 Upper Sycamore Rd.	Indore	25111
RC-041	1727 Upper Sycamore Rd.	Indore	25111
RC-043	2502 Upper Sycamore Rd.	Indore	25111
RC-045	4630 Upper Sycamore Rd.	Indore	25111
RC-054	6500 Ivydale Rd.	Ivydale	25113
RC-056	28 Rush Fork Rd and 146 Pilot Lane	Ivydale	25113
RC-062	1394 Independence Rd.	Lizemore	25111
RC-063	1375 Independence Rd.	Lizemore	25111
RC-068	86 Kernit Rd.	Lizemore	25125
RC-069	100 Lancaster Ln.	Lizemore	25059
RC-070	309 Blue Knob Rd.	Maysel	25193
RC-072	939 Hansford Fork Rd.	Maysel	25193
RC-073	30 Williams Mountain Rd.	Clay	25193
RC-074	165 Maysel Laurel Ridge Rd.	Maysel	25043
RC-078	1566 Precious Maysel Rd.	Maysel	25193
RC-082	6177 Precious Maysel Rd.	Maysel	25193
RC-083	214 Teaherry Hollow Rd.	Maysel	25193
RC-085	2455 Ovapa Rd.	Precious	25164
RC-086	4362 Ovapa Rd.	Precious	25164
RC-087	12816 Precious Maysel Rd.	Precious	25164
RC-091	9565 Precious Maysel Rd.	Precious	25164
RC-095	458 Twistabout Rd.	Precious	25164
RC-099	1559 Wallback Rd.	Wallback	25285
RC-102	5892 Wallback Rd.	Wallback	25285
RC-103	6934 Wallback Rd.	Wallback	25285
RR-004	19278 Clay Rd.	Newton	25266
RR-005	10974 Charleston Rd.	Walton	25286
NC-105	2054 Ovapa Rd.	Precious	25164
NC-106	3335 Precious Maysel Rd.	Precious	25164
NC-107	6910 Ivydale Rd.	Clay	25043
NC-108	198 Carver Fork Rd.	Bickmore	25019
NC-109	2050 Ivydale Rd.	Clay	25043
NC-110	4022 Ivydale Rd.	Clay	25043

NC-111	6474 Ivydale Rd.	Clay	25043
NC-112	4708 Ivydale Rd.	Clay	25043
NC-113	3642 Triplett Ridge Rd.	Clay	25043
NC-114	37 Light Dr.	Clay	25043
NC-115	4066 Ovapa Rd.	Proclous	25164
NC-116	2217 Ovapa Rd.	Proclous	25164
NC-117	1383 Hartland Rd.	Clay	25043
NC-118	1485 Hartland Rd.	Clay	25043
NC-119	9228 Ivydale Rd.	Clay	25043
NC-120	356 Price Hollow Rd.	Lizamore	25125
NC-121	6012 Proclous Maysel Rd.	Maysel	25133
NC-122	38 Elm St.	Clay	25043
NC-124	Rt. 4 (Use Lat. and Long.)	Duck	25063
NC-125	365 Bomont Rd.	Bomont	25285
NC-126	18316 Duck Rd.	Duck	25063
NC-127	1355 Upper Sycamore.	Indore	25111
NC-128	245 Old School Rd.	Proclous	25164
NC-129	1366 Oasis Rd.	Duck	25063
NR-007	626 Market St.	Spencer	25276
NR-008	115 Spring St.	Spencer	25276
NR-009	118 Reynolds St.	Spencer	25276
NR-010	326 Spring St.	Spencer	25276
NR-011	136 Elm St.	Spencer	25276
NR-013	46 Amma Rd.	Clendenin	25045
NR-014	101 Burke St.	Spencer	25276
NR-015	104 Bartlett Ave.	Spencer	25276
NR-016	22 Lynn St.	Spencer	25276
NR-017	24 Lynn St.	Spencer	25276
NR-019	204 Front St.	Spencer	25276
NR-020	224 Fourth St.	Spencer	25276
NR-021	346 Parkersburg Rd.	Spencer	25276
NR-022	207 court St.	Spencer	25276
NR-023	9117 Clay Road / 9121 Clay Rd.	Left hand	25251
NR-024	225 Harmony Rd.	Gandeeville	25243
NR-025	89 Water St.	Spencer	25276
NR-026	93 charleston Rd.	Spencer	25276
NR-027	894 Canoe Rd.	Looneyville	25259
NR-028	5149 Ripley Rd.	Reedy	25270
NR-029	2065 Spring Creek Rd.	Spencer	25276
NR-030	721 Clover Rd.	Spencer	25276
NR-032	4101 Lick Frk. Rd.	Spencer	25276
NR-033	26 Washington St.	Reedy	25270
NR-034	25 Green creek Rd.	Walton	25286
NR-035	393 Ambler Ridge Rd.	Walton	25286

NR-036	609 Big Sandy Rd.	Left hand	25251
NR-037	6 Hillcrest Rd.	Walton	25286
NR-038	545 Sunflower Rd.	Leroy	25252
NR-039	5339 Charleston Rd.	Gandeeville	25243
NR-040	1421 Hank Rd.	Spencer	25276
NR-041	1158 Ripley Rd.	Spencer	25276
NR-042	1921 Ripley Rd.	Spencer	25276
NR-043	18 Dogwood Dr.	Looneyville	25259
NR-044	81 Lester St.	Reedy	25270
NR-045	1586 Dry Ridge Rd.	Walton	25286
NR-046	9210 Chas Rd.	Walton	25286
NR-047	6672 Clay Rd.	Spencer	25276
NR-048	796 Laurel Rd.	Spencer	25276
NR-049	61 Vineyard Ridge.	Looneyville	25259
RC-009	950 Basil Hively Rd.	Proclous	25164