AGENDA
COMMON COUNCIL
APRIL 13, 2021
6:30 P.M.

1. Call meeting to order via live WebEx Event.

2. Reading and approval of minutes from Council meeting dated March 23, 2021.

3. Approve bids for the demolition of one building on Prince Street and one building on Earwood Street.

4. Receive and open bids for milling and paving of Woodlawn Ave., Franklin Ave., & Appalachian Dr.

5. Resolution for possible demolition of 101 Jamison Street.

6. Resolution of the Common Council of the City of Beckley CDBG Program Policies and Procedures.

7. Resolution of the Common Council of the City of Beckley FY 2020 CDBG Program – Substantial Amendment No. 2.

8. Zoning Form/Liquor License for Pub-Licity, Inc. -dba - The Axe Hole.

9. Old Business

10. New Business.

11. Public Comments.

12. Adjournment.

Due to the public health impact of the coronavirus outbreak (COVID 19) pandemic and out of concern for the health and wellbeing of city employees, members of the Common Council and members of the public, the regular meeting of Council scheduled for April 13, 2021 will be held via a WebEx Event. The public may join the meeting from their computer or phone using the weblink or phone number provided on the city's webpage or Facebook page the day of the Council meeting.

A REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF BECKLEY CONVENED AT 6:30 PM ON MARCH 23, 2021 IN COUNCIL CHAMBERS OF BECKLEY CITY HALL.

THOSE PRESENT: Mayor Robert R. Rappold, Recorder-Treasurer Billie Trump, City Attorney, Mr. File, Secretary Susan Miller, Bill Kelly, Director of IT, Amy Evans, Assistant Director of IT.

THOSE PRESENT BY WEBEX: Council Members: Tom Sopher, Robert Dunlap, Robert Canter, Kevin Price, Janine Bullock, Sherrie Hunter and Michael Reedy, Police Chief Lonnie Christian, Donnie Morgan with Code Enforcement, Director of Board of Public Works Jerry Stump, and Chief of Fire Department, Ed Wills, Nick Akers, Engineer, and Dr. Kristi Dumas of the Beckley Rotary Club.

THOSE ABSENT: Robert Cannon.

The Mayor called the meeting to order. Because of the ongoing concerns of the coronavirus, and the health and safety of the Council Members, the City of Beckley employees, as well as the public, this regular Council meeting for March 23, 2021 is being held via WebEx Event. The public will have access to join the meeting either from their computer, or by phone, using the weblink or phone number provided the day of the meeting on the city's webpage at Beckley.org or the City's Facebook page.

The Mayor reminded the public that they will be able to make comments when invited to do so by either pressing *3 on their phone and their call will be taken in the order it is received, or if viewing by computer or tablet, raising your hand by right clicking your name and choosing "Raise Hand".

Council dispensed with the reading of the minutes of the regular Council meeting dated March 23, 2021, copies of which were distributed to each member. Council unanimously approved the minutes as written on a motion by Councilman Sopher and seconded by Councilwoman Price. CORRECTION: Councilman Price - - SM

The Mayor opened and read demolition bids from two contractors to demolish a building at 227 Prince Street (the Old Prince Medical Lab building) and a building at 107 Earwood Street in Beckley. The first bid was from Empire Salvage & Recycling, Inc. Demolition for the Prince Street location was $54,800.00. Asbestos abatement is an additional $7,200.00 for a grand total of $62,000. Empire's bid for the demolition at 107 Earwood Street is $18,000 and $11,594.00 for asbestos abatement with the total bid being $29,594.00. The bid includes asbestos abatement, from Reclaim Company LLC their total for demolition of the 227 Prince Street location is $172,800.00. Empire's total bid for the 107 Earwood Street building is $55,548.00. The Mayor stated that these bids will be turned over to Councilmembers at Large, Jerry Stump and Billie Trump for review and possible award at a future meeting. Councilman Dunlap asked if the demolitions had previously been an agenda item. He stated that this is the first that he has heard of the proposed demolition of 227 Prince Street. The Mayor explained that Council had been apprised of and when all of the buildings in downtown Beckley were assessed. This building, in particular, was deemed too dangerous to enter for assessment so the City secured the building and it was decided this would be one of the first buildings to come down. Councilman Dunlap said that he would like to be a part of these discussions in the future, and he realizes that this demolition decision took place before he became a Council Member.

Next, Mr. File summarized an ordinance titled THE ORDINANCE AUTHORIZING THE CITY OF BECKLEY TO PURCHASE FROM CHURCH OF GOD OF AMERICA REAL ESTATE LOCATED AT 116 AND 118 11TH STREET (LOTS 7,8, AND 9 BLOCK 15 CENTRAL ADDITION) BECKLEY, RALEIGH COUNTY, WV. Mr. File read the ordinance by title and conducted a public hearing. There were no public comments. Councilwoman Hunter made the motion to approve the Ordinance and Councilwoman Bullock seconded it. The ordinance was unanimously approved by Council and is incorporated into these minutes.

Next, Mr. File summarized and read by title AN ORDINANCE TO PROVIDE FOR THE AMENDMENT TO THE TRAFFIC CONTROL MAP – OTHER THAN PARKING AND TRAFFIC CONTROL FILE AUTHORIZING THE LOCATION AND CONSTRUCTION OF AN ENTRANCE ROAD CONNECTING THE CALVARY ASSEMBLY OF GOD CHURCH PARKING LOT TO HARPER ROAD AND CONNECTING WITH RESERVATION AVENUE. Mr. File conducted a public hearing. No public comments were made. Nick Akers, Engineer for the church was available for any questions. The public meeting was closed. Councilman Sopher asked if the church will continue to own it and will it be open to the public. Mr. File answered that the church will own it and it will be open to the public. The City may scrape it of snow. Councilman Reedy made a motion to accept the Ordinance and Councilman Reedy seconded it. The Ordinance was unanimously approved by Council and is incorporated into these minutes.

Next, on behalf of The Beckley Rotary Club, Dr. Kristi Dumas recognized and thanked two female Council Members, Councilwoman Hunter and Councilwoman Bullock for their public service. Both Councilwomen thanked the Beckley Rotary Club as well as Dr. Dumas for their acknowledgment and appreciation.

OLD BUSINESS: The Mayor thanked Eppy's Drug Store for the COVID-19 vaccinations administered to the employees of the City. The Mayor complimented Eppy's Drug Store on the beautiful expansion of their store. The Mayor also thanked New River Health Organization in Scarbro for their help in vaccinating our Beckley Sanitary Board employees at our Piney Creek sewage plant location. The Mayor also thanked Mr. John Johnson for all his help in getting City employees vaccinated. Mayor announced that New River Drive is up and running and looks great. The Mayor thanked Dr. Dumas and Vicky Webb for their initiative for Community Gardens in an effort to provide healthy vegetables for those in need. The Mayor also thanked Donna Whitt, Executive Director of Beckley Housing Authority, who, through the USDA, was able to have several healthy boxes of food delivered to Beckley. He also thanked Councilwoman Hunter and former Commissioner Ron Hedrick for their efforts in coordinating the volunteers for this distribution. Councilwoman Hunter acknowledged Lt. Chris Graham who was named Firefighter of The Year. She congratulated him, as this is the second time that he has received this award. Another mobile food pantry will be arriving with 350 – 400 boxes of food from Mountaineer Food Bank Wednesday March 24, 2021 at Epling Stadium from 11 a.m. – 1:00 p.m. There will be another food pantry through Donna Whitt's efforts for Save The Children in April. The Mayor mentioned that our Recorder-Treasurer is a former recipient of the Firefighter of The Year award. Councilwoman Bullock complimented Vicky Webb and Dr. Dumas, as it is International Women's' History Month, for all they do.

NEW BUSINESS: There was no new business to discuss.

PUBLIC COMMENTS: Daniele Stewart, Chairperson of the Beckley Human Rights Commission, addressed City Council about the C.R.O.W.N. Act. He asked Council to amend the City's Human Rights Ordinance to add protections for and ban discrimination against individuals based on ethnic hair. Dr. Dumas also spoke asking Council to pass the C.R.O.W.N. Act. With there being no other public comments, the Mayor asked for a motion to adjourn which was made by Councilwoman Hunter and seconded by Councilwoman Bullock. The meeting adjourned at 7:10 p.m.

_____ _____

Mayor Recorder-Treasurer

SPECIFICATIONS FOR THE DEMOLITION OF CITY OWNED BUILDINGS

GENERAL REQUIREMENTS 227 Prince Street

Intent: The intent of these specifications is to describe the minimum requirements for the safe demolition and disposal of City owned buildings, one at 227 Prince Street in Beckley, the other at 107 Earwood Street in Beckley.

These specifications detail minimum requirements acceptable to the City of Beckley.

Bidder shall be licensed to do business in the State and the City of Beckley and provide copies of licenses.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have all insurance coverage required, including a minimum 1 million dollar ($ 1,000,000) liability policy, and provide copies of insurances.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide Workers Compensation coverage for all employees involved with the demolition project and shall furnish the City with proof of such coverage.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have a disposal site for all debris from the demolition and the site shall meet the requirements of the State of WV for debris disposal.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide all necessary equipment for the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain all required permits and approvals for the demolition of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain acceptable compactable fill material for the footprint of the demolished building and fill the area to approximately street level.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall make arrangements for traffic control during the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide an approximate time line for the completion of the project.

- Meets X Doesn't Meet ____ Exception _____

NOTICE TO BIDDERS

The Common Council for the City of Beckley is accepting bids from qualified firms for the demolition and disposal of a City owned building at 227 Prince Street in Beckley. Also bids for demolition and disposal of a City owned building at 107 Earwood Street in Beckley are requested. The bids will be considered separately.

Complete specifications and bid information may be obtained from the City of Beckley at 409 South Kanawha Street or by calling 304-256-1768, between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday.

Bids will be received until 4:00 p.m. on Tuesday, March 23, 2021. They will be publicly opened and read aloud during a meeting of Common Council at 6:30 p.m. that same day. Bids must be submitted to the Recorder-Treasurer in sealed envelopes clearly marked to indicate contents. Bids may be hand delivered to 409 South Kanawha Street, or mailed P.O. Box 2514, Beckley, WV 25802-2514. Any bids that arrive after the specified date and time will not be considered.

The City of Beckley reserves the right to accept or reject any or all bids or any part of any bid without cause.

City of Beckley
Billie Trump
Recorder-Treasurer

Publish as Class II Legal Advertisement on Friday March 5, 2021, and Friday March 12, 2021.

SPECIFICATIONS FOR THE DEMOLITION OF CITY OWNED BUILDINGS

GENERAL REQUIREMENTS 227 Prince Street

Intent: The intent of these specifications is to describe the minimum requirements for the safe demolition and disposal of City owned buildings, one at 227 Prince Street in Beckley, the other at 107 Earwood Street in Beckley.

These specifications detail minimum requirements acceptable to the City of Beckley.

Bidder shall be licensed to do business in the State and the City of Beckley and provide copies of licenses.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall have all insurance coverage required, including a minimum 1 million dollar ($ 1,000,000) liability policy, and provide copies of insurances.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall provide Workers Compensation coverage for all employees involved with the demolition project and shall furnish the City with proof of such coverage.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall have a disposal site for all debris from the demolition and the site shall meet the requirements of the State of WV for debris disposal.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall provide all necessary equipment for the demolition and disposal of the building.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall obtain all required permits and approvals for the demolition of the building.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall obtain acceptable compactable fill material for the footprint of the demolished building and fill the area to approximately street level.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall make arrangements for traffic control during the demolition and disposal of the building.

- Meets_X_ Doesn't Meet____ Exception _____

Bidder shall provide an approximate time line for the completion of the project.

- Meets_X_ Doesn't Meet____ Exception _____

City of Beckley

Proposal Form

Pursuant to and in accordance with the Purchaser's General Instructions, Requirements and Specifications for Bidders relating hereto, the undersigned hereby offers to furnish and deliver the following in accordance with the Specifications for the following lump sum price:

Description	Unit Price	Total Price
DEMOLITION ASBESTOS ABATEMENT	$ 54,800.00 $ 7,200.00	$ 62,000.00
Model of Equipment or description of Service _____		
Delivery of Equipment or Starting date: MAY 10, 2021 Calendar Days: 3 WEEKS		

Grand Total of Bid: $ 62,000.00

Grand Total of Bid in Words: SIXTY-TWO THOUSAND DOLLARS

Accompanying this Proposal Form is a Non-Collusive Bidding Certification and the Bidder's Affidavit.

Manufacturer's Name: EMPIRE SALVAGE & RECYCLING, INC.

Address: P. O. BOX 300

City, State, Zip Code: BLUEFIELD, WEST VIRGINIA 24701

Telephone #: 304 425-6046 Fax #: 304 487-6318

Date: MARCH 12, 2021

Signature of Individual Preparing this Proposal: Mark Brewer

Printed or Typed Name: MARK BREWER / PROJECT MANAGER

IMPORTANT NOTE: Only an AUTHORIZED EMPLOYEE of the manufacturer shall prepare and sign this page.

Subscribed and sworn before me:

This 27 day of MARCH, 20 21

My Commission Expires: March 9, 2024

OFFICIAL SEAL
Notary Public, State of West Virginia
DAVID W ELMORE
Lusk Disposal Service Inc
PO Box 300
Bluefield, WV 24701
My commission expires March 9, 2024

David W. Elmore
Notary Public

AFFIDAVIT OF NON-COLLUSION

I state that I am PROJECT MANAGER (title) of EMPIRE SALVAGE & RECYCLING, INC. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) EMPIRE SALVAGE & RECYCLING, INC. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that EMPIRE SALVAGE & RECYCLING, INC. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Beckley in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Beckley of the true facts relating to the submission of Offers for this contract.

Mark Brewer

(Authorized Signature)

EMPIRE SALVAGE & RECYCLING, INC. / PROJECT MANAGER

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of MARCH, 2021.

David W. Elmore

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
DAVID W ELMORE
Lusk Disposal Service Inc
PO Box 300
Bluefield, WV 24701
My commission expires March 9, 2024

My Commission Expires: March 9, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Humphrey, Stump & Haynie Insurance Agency, Inc. 100 E. Main Street PO Box 3205 Salem VA 24153	CONTACT NAME: Angie Shively PHONE (A/C, No, Ext): (540) 389-2327 FAX (A/C, No): (540) 389-5901 E-MAIL ADDRESS: angie_shively@hshi.com
INSURED Empire Salvage & Recycling, Inc. P O Box 300 Bluefield WV 24701	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Cincinnati Insurance Company — 10677 INSURER B: Brickstreet Mutual Insurance — 524126 INSURER C: Westchester Surplus Lines Insurance Co — 10172 INSURER D: General Star Indemnity Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Empire Salvage 2020-2021 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual&XCU,ActionOvr X Separation of Insureds GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPP0215614	10/23/2020	10/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HCP $130000			EPP0215614	10/23/2020	10/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CompanyA:EPP0215614-Excess of GL & Empl Liab, Company D-IXG670553-Excess of Auto	10/23/2020	10/23/2021	EACH OCCURRENCE AGGREGATE Excess of Auto-Company D	$ 5,000,000 $ 5,000,000 $ 2,000,000
B	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/A		WCP7001883	1/12/2021	1/12/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Pollution-Each Occ-Incl AI&WOS			G46827326004	10/23/2020	10/23/2021	Each Occurrence	$1,000,000
A	Rented/Leased Equipment			EPP0215614	10/23/2020	10/23/2021	Limit-$1,000 Ded, ACV Basis	$150,000

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

CERTIFICATE HOLDER

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

Angie Shively/ASHIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV010357

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

EMPIRE SALVAGE & RECYCLING INC
DBA EMPIRE SALVAGE & RECYCLING INC
PO BOX 300
BLUEFIELD, WV 24701

Date Issued	Expiration Date
OCTOBER 28, 2020	OCTOBER 28, 2021

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

RECEIVED
APR 27 2020
BY: .....

west virginia department of environmental protection

Division of Water and Waste Management
601 57th St. SE
Charleston, WV 25304
Phone: (304) 926-0499
Fax: (304) 926-0465

Austin Caperton, Cabinet Secretary
dep.wv.gov

Revised April 10, 2018

REGISTRATION FORM TO OPERATE A (NONCOMMERCIAL) CLASS D SOLID WASTE FACILITY

Any person applying for this Registration, the Registrant, must be the operator of the (Noncommercial) Class D Solid Waste Facility and must also be the generator of the construction/demolition waste.

Prior to submitting this registration form the registrant should have requested and received a letter of instruction and attachments, including a "Class D General Permit", from the West Virginia Department of Environmental Protection (WVDEP). Any person who submits this registration form should have thoroughly read the WVDEP letter and all attachments, especially the Class D General Permit. By the submittal of this registration, the registrant is agreeing to accept the terms and conditions of all included documents. The registrant must have submitted and received approval of the Groundwater Protection Plan (GPP) from the Division of Water and Waste Management, Groundwater Section, prior to submitting this registration form to the Division of Water and Waste Management, Solid Waste Management Unit (SWMU). A copy of the GPP and the letter of approval issued by the Groundwater Section must be included as a part of this registration form. There shall be one registrant only for each Class D registration.

----------DEP USE ONLY----------

REGISTRATION NUMBER: SWF-GP-NC-CLASS D- 10-001-20

Effective Date: 05-19-20 Expiration Date: 05-18-21

Promoting a healthy environment.

Registrants must provide the following information:

Registrant's Information:

Registrant's Name (a person's name): DANNY LUSK

Name of Registrant's Company: EMPIRE SALVAGE & RECYCLING, INC.

Registrant's Address: P. O. BOX 300
BLUEFIELD, WEST VIRGINIA 24701

Registrant's Telephone No.: 304 425-6046

Property Owner's Information:

Property Owner's Name: COALDALE ENTERPRISES, LLC

Property Owner's Address: P. O. BOX 300
BLUEFIELD, WEST VIRGINIA 24701

Property Owner's Telephone No.: 304 425-6046

Facility Information:

Facility Name: EMPIRE SALVAGE & RECYCLING, INC.

Facility Address: FORMER MEADOW CREEK COAL
& CARLISLE SAWMILL (RR 612)

County: FAYETTE

Facility's Telephone No.: 304 425-6046

Name of Receiving Stream and Watershed:

WATERS OF WHITEOAK CREEK

Center of Disposal Area:

Latitude: N37 58' 00" **Longitude:** W81 11' 10"

Proposed Hours of Operation:

Monday, 7:00 a.m. to 7:00 p.m. Thursday, 7:00 a.m. to 7:00 p.m.
Tuesday, 7:00 a.m. to 7:00 p.m. Friday, 7:00 a.m. to 7:00 p.m.
Wednesday, 7:00 a.m. to 7:00 p.m. Saturday, 7:00 a.m. to 7:00 p.m.

SPECIFICATIONS FOR THE DEMOLITION OF CITY OWNED BUILDINGS

GENERAL REQUIREMENTS 107 Earwood Street

Intent: The intent of these specifications is to describe the minimum requirements for the safe demolition and disposal of City owned buildings, one at 227 Prince Street in Beckley, the other at 107 Earwood Street in Beckley.

These specifications detail minimum requirements acceptable to the City of Beckley.

Bidder shall be licensed to do business in the State and the City of Beckley and provide copies of licenses.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have all insurance coverage required, including a minimum 1 million dollar ($ 1,000,000) liability policy, and provide copies of insurances.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide Workers Compensation coverage for all employees involved with the demolition project and shall furnish the City with proof of such coverage.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have a disposal site for all debris from the demolition and the site shall meet the requirements of the State of WV for debris disposal.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide all necessary equipment for the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain all required permits and approvals for the demolition of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain acceptable compactable fill material for the footprint of the demolished building and fill the area to approximately street level.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall make arrangements for traffic control during the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide an approximate time line for the completion of the project.

- Meets X Doesn't Meet ____ Exception _____

NOTICE TO BIDDERS

The Common Council for the City of Beckley is accepting bids from qualified firms for the demolition and disposal of a City owned building at 227 Prince Street in Beckley. Also bids for demolition and disposal of a City owned building at 107 Earwood Street in Beckley are requested. The bids will be considered separately.

Complete specifications and bid information may be obtained from the City of Beckley at 409 South Kanawha Street or by calling 304-256-1768, between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday.

Bids will be received until 4:00 p.m. on Tuesday, March 23, 2021. They will be publicly opened and read aloud during a meeting of Common Council at 6:30 p.m. that same day. Bids must be submitted to the Recorder-Treasurer in sealed envelopes clearly marked to indicate contents. Bids may be hand delivered to 409 South Kanawha Street, or mailed P.O. Box 2514, Beckley, WV 25802-2514. Any bids that arrive after the specified date and time will not be considered.

The City of Beckley reserves the right to accept or reject any or all bids or any part of any bid without cause.

City of Beckley
Billie Trump
Recorder-Treasurer

Publish as Class II Legal Advertisement on Friday March 5, 2021, and Friday March 12, 2021.

City of Beckley

Proposal Form

Pursuant to and in accordance with the Purchaser's General Instructions, Requirements and Specifications for Bidders relating hereto, the undersigned hereby offers to furnish and deliver the following in accordance with the Specifications for the following lump sum price:

Description	Unit Price	Total Price
DEMOLITION ASBESTOS ABATEMENT	$ 18,000.00 $ 11,594.00	$ 29,594.00
Model of Equipment or description of Service DEMOLITION & ASBESTOS ABATEMENT		
Delivery of Equipment or Starting date: APRIL 19, 2021 Calendar Days: 3 WEEKS		

Grand Total of Bid: $ 29,594.00

Grand Total of Bid in Words: TWENTY-NINE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS

Accompanying this Proposal Form is a Non-Collusive Bidding Certification and the Bidder's Affidavit.

Manufacturer's Name: EMPIRE SALVAGE & RECYCLING, INC.

Address: P. O. BOX 300

City, State, Zip Code: BLUEFIELD, WEST VIRGINIA 24701

Telephone #: 304 425-6046 Fax #: 304 487-6318

Date: 03/23/21

Signature of Individual Preparing this Proposal: Mark Brewer

Printed or Typed Name: MARK BREWER / PROJECT MANAGER

IMPORTANT NOTE: Only an AUTHORIZED EMPLOYEE of the manufacturer shall prepare and sign this page.

Subscribed and sworn before me:

This 23 day of MARCH, 20 21

My Commission Expires: March 9, 2024

OFFICIAL SEAL
Notary Public, State of West Virginia
DAVID W ELMORE
Lusk Disposal Service Inc
PO Box 300
Bluefield, WV 24701
My commission expires March 9, 2024

David W. Elmore
Notary Public

I state that EMPIRE SALVAGE & RECYCLING, INC. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Beckley in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Beckley of the true facts relating to the submission of Offers for this contract.

Mark Brewer

(Authorized Signature)

EMPIRE SALVAGE & RECYCLING, INC. / PROJECT MANAGER

(Name of Company/Position)

Sworn to and subscribed before me this 23 day of MARCH, 2021.

David W. Elmore

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
DAVID W ELMORE
Lusk Disposal Service Inc
PO Box 300
Bluefield, WV 24701
My commission expires March 9, 2024

My Commission Expires: March 9, 2024

AFFIDAVIT OF NON-COLLUSION

I state that I am PROJECT MANAGER (title) of EMPIRE SALVAGE & RECYCLING, INC. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) EMPIRE SALVAGE & RECYCLING, INC. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

SPECIFICATIONS FOR THE DEMOLITION OF CITY OWNED BUILDINGS

GENERAL REQUIREMENTS 107 Earwood Street

Intent: The intent of these specifications is to describe the minimum requirements for the safe demolition and disposal of City owned buildings, one at 227 Prince Street in Beckley, the other at 107 Earwood Street in Beckley.

These specifications detail minimum requirements acceptable to the City of Beckley.

Bidder shall be licensed to do business in the State and the City of Beckley and provide copies of licenses.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have all insurance coverage required, including a minimum 1 million dollar ($ 1,000,000) liability policy, and provide copies of insurances.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide Workers Compensation coverage for all employees involved with the demolition project and shall furnish the City with proof of such coverage.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall have a disposal site for all debris from the demolition and the site shall meet the requirements of the State of WV for debris disposal.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide all necessary equipment for the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain all required permits and approvals for the demolition of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall obtain acceptable compactable fill material for the footprint of the demolished building and fill the area to approximately street level.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall make arrangements for traffic control during the demolition and disposal of the building.

- Meets X Doesn't Meet ____ Exception _____

Bidder shall provide an approximate time line for the completion of the project.

- Meets X Doesn't Meet ____ Exception _____

City of Beckley

Proposal Form

Pursuant to and in accordance with the Purchaser's General Instructions, Requirements and Specifications for Bidders relating hereto, the undersigned hereby offers to furnish and deliver the following in accordance with the Specifications for the following lump sum price:

Description	Unit Price	Total Price
Demolition and disposal of building at 107 Earwood Street in Beckley,WV	$ 55,548.00	$ 55,548.00
Model of Equipment or description of Service Demolition and Asbestos abatement		
Delivery of Equipment or Starting date: On notice to proceed Calendar Days: 30		

Grand Total of Bid: $ 55,548.00

Grand Total of Bid in Words: Fifty Five Thousand Five Hindred Forty Eight Dollars

Accompanying this Proposal Form is a Non-Collusive Bidding Certification and the Bidder's Affidavit.

Manufacturer's Name: Reclaim Company LLC

Address: 200, 8th street

City, State, Zip Code: Fairmont,WV-26554

Telephone #: 304-366-7070 Fax #: 304-816-0194

Date: 3/22/2021

Signature of Individual Preparing this Proposal:

Printed or Typed Name: Robert J WIlliams III

IMPORTANT NOTE: Only an AUTHORIZED EMPLOYEE of the manufacturer shall prepare and sign this page.

Subscribed and sworn before me:

This 22nd day of March, 2021

My Commission Expires: Dec. 30, 2024

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JOSHUA STALEY
3704 Sun Place
Morgantown, West Virginia 26505
My Commission Expires Dec. 30, 2024

AFFIDAVIT OF NON-COLLUSION

I state that I am President (title) of Reclaim Company LLC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) Reclaim Company LLC (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that Reclaim Company LLC (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Beckley in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Beckley of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

Reclaim Company LLC/ President

(Name of Company/Position)

Sworn to and subscribed before me this 22nd day of March, 2021.

Notary Public

My Commission Expires: Dec. 30, 2024

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JOSHUA STALEY
3704 Sun Place
Morgantown, West Virginia 26505
My Commission Expires Dec. 30, 2024

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042913

Classification:

GENERAL ENGINEERING
SPECIALTY
DEMOLITION

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

Date Issued	Expiration Date
AUGUST 21, 2020	AUGUST 21, 2021

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

State of West Virginia

Bureau for Public Health
Office of Environmental Health Services
Radiation, Toxics, and Indoor Air Division

This is to certify that

Reclaim Company, LLC

200 8th Street

Fairmont, WV 26554

Has complied with Chapter 16, Article 32, of the Asbestos Abatement Licensing Rules and Regulations and is hereby licensed as an Asbestos Contractor.

Asbestos Contractor Number:

AC002704

Issued: **01/04/2021** ***Expires:*** **01/31/2022**

Michelle L. Cochran

Michelle L. Cochran, Director
Office of Environmental Health Services

Client#: 1514322 RECLAICO

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

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	CONTACT NAME: Denise A Deem
USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	PHONE (A/C, No, Ext): 304-381-3426 FAX (A/C, No): 304-381-3430 E-MAIL ADDRESS: denise.deem@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co.	44520
INSURER B : Evanston Insurance Company	35378
INSURER C : Motorists Mutual Insurance Company	14621
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Reclaim Company LLC
PO Box 2162
Fairmont, WV 26555

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPK131320	06/11/2020	06/11/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
	X Pollution						MED EXP (Any one person)	$25,000
	X Professional						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			5000116809	06/11/2020	06/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EFX115360	06/11/2020	06/11/2021	EACH OCCURRENCE	$5,000,000
B	X EXCESS LIAB CLAIMS-MADE			MKLV7EFX100380	06/11/2020	06/11/2021	AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EPK131320	06/11/2020	06/11/2021	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		STOP GAP ONLY			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)			OHIO			E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Leased & Rented			5000116809	06/11/2020	06/11/2021	$400,000 - $1000 Ded	
	Scheduled			5000116809	06/11/2020	06/11/2021	Limit Shown	

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

** Excess Liability Information **

B MKLV7EFX100380 Eff Date: 06/11/2020 Exp Date: 06/11/2021
Excess Liability Each Occ Limit: $5,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER

For Bidding Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SK2ZP

DESCRIPTIONS (Continued from Page 1)

Excess Liability Aggregate Limit: $5,000,000

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WesBanco Insurance Services 2100 National Road Wheeling WV 26003	CONTACT NAME: Barbara Eikleberry PHONE (A/C, No, Ext): (304) 234-6100 FAX (A/C, No): (304) 234-6102 E-MAIL ADDRESS: Barbara.Eikleberry@wesbanco.com
INSURED Reclaim Company LLC; Weswater Capital, LLC PO Box 2162 Fairmont WV 26555	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Encova Insurance — 16456 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCN6004464	08/20/2020	08/20/2021	☒ 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

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

Verification of Coverage

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Beckley

Proposal Form

Pursuant to and in accordance with the Purchaser's General Instructions, Requirements and Specifications for Bidders relating hereto, the undersigned hereby offers to furnish and deliver the following in accordance with the Specifications for the following lump sum price:

Description	Unit Price	Total Price
Demolition and disposal of building at 227 prince Street in Beckley,WV	$ 172,800.00	$ 172,800.00
Model of Equipment or description of Service Demolition and Asbestos abatement		
Delivery of Equipment or Starting date: On notice to proceed Calendar Days: 60		

Grand Total of Bid: $ 172,800.00

Grand Total of Bid in Words: One Hundred Seventy Two Thousand Eight Hundred Dollars

Accompanying this Proposal Form is a Non-Collusive Bidding Certification and the Bidder's Affidavit.

Manufacturer's Name: Reclaim Company LLC

Address: 200, 8th street

City, State, Zip Code: Fairmont,WV-26554

Telephone #: 304-366-7070 Fax #: 304-816-0194

Date: 3/22/2021

Signature of Individual Preparing this Proposal:

Printed or Typed Name: Robert J WIlliams III

IMPORTANT NOTE: Only an AUTHORIZED EMPLOYEE of the manufacturer shall prepare and sign this page.

Subscribed and sworn before me:

This 22nd day of March, 2021

My Commission Expires: Dec. 30, 2024

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JOSHUA STALEY
3704 Sun Place
Morgantown, West Virginia 26505
My Commission Expires Dec. 30, 2024

AFFIDAVIT OF NON-COLLUSION

I state that I am President (title) of Reclaim Company LLC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) Reclaim Company LLC (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that Reclaim Company LLC (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Beckley in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Beckley of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

Reclaim Company LLC/ President

(Name of Company/Position)

Sworn to and subscribed before me this 22nd day of March, 20 21.

Notary Public

My Commission Expires: Dec. 30 2024

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JOSHUA STALEY
3704 Sun Place
Morgantown, West Virginia 26505
My Commission Expires Dec. 30, 2024

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042918

Classification:

GENERAL ENGINEERING
SPECIALTY
DEMOLITION

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

Date Issued	Expiration Date
AUGUST 21, 2020	AUGUST 21, 2021

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

State of West Virginia

Bureau for Public Health
Office of Environmental Health Services
Radiation, Toxics, and Indoor Air Division

This is to certify that

Reclaim Company, LLC

200 8th Street

Fairmont, WV 26554

Has complied with Chapter 16, Article 32, of the Asbestos Abatement Licensing Rules and Regulations and is hereby licensed as an Asbestos Contractor.

Asbestos Contractor Number:

AC002704

Issued: **01/04/2021** ***Expires:*** **01/31/2022**

Michelle L. Cochran

Michelle L. Cochran, Director
Office of Environmental Health Services

Client#: 1514322 RECLAICO

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

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	CONTACT NAME: Denise A Deem	
USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	PHONE (A/C, No, Ext): 304-381-3426	FAX (A/C, No): 304-381-3430
	E-MAIL ADDRESS: denise.deem@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Reclaim Company LLC PO Box 2162 Fairmont, WV 26555	INSURER A: Crum & Forster Specialty Insurance Co.	44520
	INSURER B: Evanston Insurance Company	35378
	INSURER C: Motorists Mutual Insurance Company	14621
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPK131320	06/11/2020	06/11/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
	X Pollution						MED EXP (Any one person)	$25,000
	X Professional						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			5000116809	06/11/2020	06/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EFX115360	06/11/2020	06/11/2021	EACH OCCURRENCE	$5,000,000
B	X EXCESS LIAB CLAIMS-MADE			MKLV7EFX100380	06/11/2020	06/11/2021	AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			EPK131320	06/11/2020	06/11/2021	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A	N / A		STOP GAP ONLY			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)			OHIO			E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Leased & Rented			5000116809	06/11/2020	06/11/2021	$400,000 - $1000 Ded	
	Scheduled			5000116809	06/11/2020	06/11/2021	Limit Shown	

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

** Excess Liability Information **

B MKLV7EFX100380 Eff Date: 06/11/2020 Exp Date: 06/11/2021
Excess Liability Each Occ Limit: $5,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER

For Bidding Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SK2ZP

DESCRIPTIONS (Continued from Page 1)

Excess Liability Aggregate Limit: $5,000,000

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WesBanco Insurance Services 2100 National Road Wheeling WV 26003	CONTACT NAME: Barbara Eikleberry PHONE (A/C, No, Ext): (304) 234-6100 FAX (A/C, No): (304) 234-6102 E-MAIL ADDRESS: Barbara.Eikleberry@wesbanco.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Encova Insurance		16456
INSURED Reclaim Company LLC; Weswater Capital, LLC PO Box 2162 Fairmont WV 26555	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCN6004464	08/20/2020	08/20/2021	☒ 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

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

Verification of Coverage

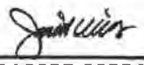
CERTIFICATE HOLDER

EVIDENCE OF INSURANCE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

First Reading

March 9, 2021

Second Reading

March 23, 2021

AN ORDINANCE TO PROVIDE FOR THE AMENDMENT TO THE TRAFFIC CONTROL MAP – OTHER THAN PARKING AND TRAFFIC CONTROL FILE – AUTHORIZING THE LOCATION AND CONSTRUCTION OF AN ENTRANCE ROAD CONNECTING THE CALVARY ASSEMBLY OF GOD CHURCH PARKING LOT TO HARPER ROAD AND CONNECTING WITH RESERVATION AVENUE

WHEREAS, Calvary Assembly of God Church has requested authorization from the City of Beckley to build an entrance road connecting the current church parking lot to Harper Road to be used primarily by its members and visitors entering and exiting its property;

WHEREAS, the West Virginia Department of Highways has granted permission for this new road to connect to Harper Read; and

WHEREAS, the City of Beckley Planning Commission, at its regular meeting on March 2, 2021, following a Public Hearing in which there was no opposition from the public, unanimously approved the site plan for the construction of this entrance road; and

WHEREAS, the site plan calls for this new entrance road to connect to the western end of Reservation Avenue which is currently a dead-end street; and

WHEREAS, Chapter 14, Traffic and Vehicles, Article III, Traffic Control Map and File, of the Code of the City of Beckley, West Virginia, provides for the establishment of a Traffic Control Map; and

WHEREAS, it is now deemed necessary by the Common Council of the City of Beckley to amend the Traffic Control Map provided for in Section 14-300 of said Article III, and the Traffic Control File provided for in Section 14-301 of said Article III, in the manner and form provided for in Section 14-302 of said Article III.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BECKLEY, WEST VIRGINIA that the Traffic Control map – other than parking – the Traffic Control File of the City of Beckley be, and the same are, hereby amended authorizing the construction and location of the proposed entrance road connecting the Calvary Assembly of God Church parking lot to Harper Road as shown on "Exhibit A" identified as Entrance Road Plan prepared by Centec Engineering, PLLC, Drawing No. 19-057-D1, "Exhibit A" being incorporated into and made a part of this Ordinance. The entrance road shall connect to the western end of Reservation Avenue.

IT IS FURTHER ORDAINED that vehicles traveling in a westerly direction on Reservation Avenue stop at the intersection of Reservation Avenue and the new entrance road prior to entering the entrance road, and further the erection of proper signs and markings giving notice thereof is hereby authorized.

This Ordinance shall become effective upon passage.

First Reading

March 9, 2021

Second Reading

March 23, 2021

AN ORDINANCE AUTHORIZING THE CITY OF BECKLEY TO PURCHASE FROM CHURCH OF GOD OF AMERICA REAL ESTATE LOCATED AT 116 AND 118 11TH STREET (LOTS 7, 8 AND 9 BLOCK 15 CENTRAL ADDITION) BECKLEY, RALEIGH COUNTY, WEST VIRGINIA.

WHEREAS, the City of Beckley (the City) is desirous of purchasing real estate located at 116 and 118 11th Street in Beckley, Raleigh County, West Virginia in order to expand its public park located on Scott Avenue; and

WHEREAS, the City has obtained an appraisal of this real estate from Goldman an Associates, Inc., which places the current market value of this property at $7,600.00; and

WHEREAS, the current owner of the subject real estate, Church of God of America, has offered to sell this property to the City of Beckley for the sum of $7,600.00 and the City has accepted this offer subject to approval by City of Beckley Common Council.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BECKLEY that the City of Beckley purchase for the consideration of $7,600.00 the real estate located at 116 and 118 11th street, Beckley, Raleigh County, West Virginia, said real estate being more particularly described as Lot 7, Block 15 Central Addition, Lot 8, Block 15 Central Addition, and Lot 9, Block 15 Central Addition. This property is composed of three parcels identified in the Beckley Corp. Tax District on Map 3 as Parcels 326, 327 and 328.

BE IT FURTHER ORDAINED that the Mayor of the City of Beckley is hereby authorized to execute any and all documents required to facilitate this purchase.

This Ordinance is effective upon passage.