

Solicitation Response(SR) Dept: 0310 ID: ESR1218180000002868 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/18/2018

Header 5



General Information Contact Default Values Discount Document Information

Procurement Folder: 514848	SO Doc Code: ARFQ
Procurement Type: Agency Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 000000227767	SO Doc ID: DNR190000070
Legal Name: C & M CONSTRUCTION & RENOVATIONS LLC	Published Date: 12/4/18
Alias/DBA:	Close Date: 12/18/18
Total Bid: \$279,373.13	Close Time: 13:30
Response Date: 12/18/2018	Status: Closed
Response Time: 12:33	Solicitation Description: Addendum No.2 Blackwater Falls Group 2 Cabin Rehabilitation
	Total of Header Attachments: 5
	Total of All Attachments: 5

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
REQUEST FOR QUOTATION
BLACKWATER FALLS SP – REHABILITATION AND RENOVATION OF Nine (9)
CABINS

**Pricing Page
Exhibit A**

Name of Vendor:

C&M Construction and Renovations. LLC

Address of Vendor:

15914 Lower Georges Creek Road
Lonaconing, MD 21539

Phone Number of
Vendor:

301-463-6799

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$118,764.10

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One-Hundred, Eight-Teen, Thousand-Seven, Hundred-Sixty, Four 10/100

*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. *

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
REQUEST FOR QUOTATION
BLACKWATER FALLS SP – REHABILITATION AND RENOVATION OF Nine (9)
CABINS

**Pricing Page
Exhibit A**

Additive Alternate 1:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

Additive Alternate 1:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents. written in figures.

\$74,965.83

Additive Alternate 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents. written in words.

Seventy-Four, Thousand-Nine, Hundred-Sixty, Five 83/100

Additive Alternate 2:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents. written in figures.

\$24,842.16

Additive Alternate 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Twenty-Four, Thousand-Eight, Hundred-Fourty, Two 16/100

*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. *

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
REQUEST FOR QUOTATION
BLACKWATER FALLS SP – REHABILITATION AND RENOVATION OF Nine (9)
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**Pricing Page
Exhibit A**

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$9,990.00

Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Nine-Thousand. Nine-Hundred. Ninety 00/100

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$19,626.04

Additive Alternate 4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Nine-Teen. Thousand-Six. Hundred-Twenty. Six 04/100

*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. *

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
REQUEST FOR QUOTATION
BLACKWATER FALLS SP – REHABILITATION AND RENOVATION OF Nine (9)
CABINS

Pricing Page
Exhibit A

Additive Alternate 5:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 5** shall be indicated in the space below.

Additive Alternate 5:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$31,185.00

Additive Alternate 5: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Thirty-One, Thousand, One-Hundred, Eighty-Five 00/100

*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. *

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLACKWATER FALLS SP GROUP 2 – REHABILITATION & RENOVATION OF Nine (9)
CABINS**

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Blackwater Falls State Park to establish a contract for the rehabilitation and renovation of nine (9) cabins.

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 the rehabilitation and renovation of nine (9) cabins as more fully described in the Project Plans.

2.2 **“Form of Proposal”** means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services.

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 three (3) 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

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLACKWATER FALLS SP GROUP 2 – REHABILITATION & RENOVATION OF Nine (9)
CABINS**

information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans and any available manufactures recommendations for installation, and the most current version of the International Building Code.
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. **PAYMENTS:** See Appendix A

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 open to seven (7) days a week, specific hours will be determined by the Park Superintendents, or Park Designee, that will minimize disturbances to park guests. You must work with the Park Superintendents or Park Designee to determine an appropriate working schedule.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLACKWATER FALLS SP GROUP 2 – REHABILITATION & RENOVATION OF Nine (9)
CABINS**

10.4. Lodging: Accommodations will be available on site for paid contractors only at no charge, except for Hotel/Motel county tax. A tenant contract will need to be signed by occupants. Persons staying at park are subject to all park rules and regulations. Lodging will be available for the contractor from the beginning of the contract date to April 1. Lodging will be available for the contractor starting weekdays from April 1 to Thursday, May 23. No lodging will be available following May 23rd. Linens will be provided and will be exchanged at the usual rate for other park guests. Housing Incidentals, damages, smoking clean-up, deep cleaning due to excessive soiling, and/or any other ancillary charges shall be the responsibility of the Vendor. Contractor will pay this fee to the park or forest prior to occupancy at contractor's convenience. Subject to availability.

10.5. Project Closeout: Project Closeout shall include the following:

10.5.1. 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:

10.5.1.1. All debris and material from the project must be fully cleaned up and removed from the premises.

10.5.2. 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.

10.5.3. Final Payment: Upon satisfactory completion of the project the vendor will provide the Agency with an "Affidavit of Debts and Claims" on a form prescribed by the agency prior to release of any retainage or final payment.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLACKWATER FALLS SP GROUP 2 – REHABILITATION & RENOVATION OF Nine (9)
CABINS**

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: Mark Nolan

Telephone Number: 301-268-2227

Fax Number: 301-463-6811

Email Address: candmconstruction@comcast.net

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*70

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input checked="" type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

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

C&M Construction and Renovations, LLC

Company



Authorized Signature

12/18/2018

Date

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

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect-Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect-Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect-Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect-Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect-Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

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 contract. 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 W. Va. Code § 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.

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.



(Name, Title)

Mark Nolan - Vice President

(Printed Name and Title)

15914 Lower Georges Creek Road - Lonaconing, MD 21539

(Address)

301-463-6799 - 301-463-6681

(Phone Number) / (Fax Number)

candmconstruction@comcast.net

(email address)

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

C&M Construction and Renovations, LLC

(Company)



- Mark Nolan - Vice President

(Authorized Signature) (Representative Name, Title)

Mark Nolan - Vice President

(Printed Name and Title of Authorized Representative)

12/18/2018

(Date)

301-463-6799 / 301-463-6681

(Phone Number) (Fax Number)

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: C&M Construction and Renovations, LLC

Authorized Signature: *Mark A. Nelson*

Date: 12/18/2018

State of Maryland

County of Allegany to-wit

Taken, subscribed, and sworn to before me this 18th day of December, 2018.

My Commission expires 5/29, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Dustin I. Tranum*

DUSTIN I. TRANUM
Notary Public-Maryland
Allegany County
My Commission Expires
May 29, 2019

Purchasing Affidavit (Revised 01/19/2018)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, C & M Construction & Renovations, LLC
of Lonaconing, Maryland, as Principal, and Fair American Insurance and Reinsurance Company
of Atlanta, Georgia, a corporation organized and existing under the laws of the State of New York
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Seventeen Thousand and No/100 (\$ 17,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Blackwater Falls State Park Cabin renovations Group 1

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
18th day of December, 2018.

Principal Corporate Seal

C & M Construction & Renovations, LLC
(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Fair American Insurance and Reinsurance Company
(Name of Surety)



Attorney-in-Fact
David R. Brett



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

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

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

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

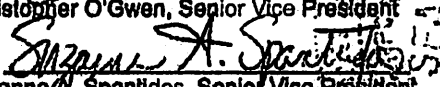
RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf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

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

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 9th day of April, 2018.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

By: 
Suzanne A. Spantidos, Senior Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On April 9, 2018 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

VINCENT PATRICK ENG
Notary Public State of New York
New York County
Lic. #02EN693805
Comm. Exp. December 7, 2019

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

Signed and sealed at the City of New York. Dated the 18th day of December, 2018.

Bond # BND1006720-00


Christopher O'Gwen, Senior Vice President

No. **2936**

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

Statutory Financial Statement Summary
As of December 31, 2017

<u>Assets</u>	
Bonds:	\$ 195,306,123
Stocks:	\$ -
Cash & Short-term Investments:	\$ 7,235,280
Receivable for Securities:	\$ 8,750
Investment Income Due & Accrued:	\$ 1,684,786
Uncollected Premium & Agents Balances in Course of Collection:	\$ 2,945,481
Amounts Recoverable from Reinsurers:	\$ 2,330,632
<u>Other Assets:</u>	
Current Federal & Foreign Income Tax Recoverable:	\$ -
Net deferred tax asset	\$ 113,387
Receivables from Parent, subsidiaries and affiliates:	\$ -
Aggregate Write-ins for other than invested assets:	\$ 1,698,493
Total NET Admitted Assets:	\$ 211,322,932
<u>Liabilities</u>	
Reserves for:	
a) Losses & LAE:	\$ 6,312,612
b) Unearned Premiums:	\$ 1,731,054
c) Commission payable	\$ 9,147
d) Tax, Licenses & Fees:	\$ 1,354,460
Reinsurance Payables:	\$ 6,053,451
Other Liabilities:	\$ 1,958,690
Total Liabilities:	\$ 17,419,414
Policyholder Surplus	
Common Stock:	\$ 5,000,000
Gross Paid-in & Contributed Surplus:	\$ 88,227,719
Unassigned funds:	\$ 99,346,812
Aggregate Write-ins for other than special surplus funds	\$ 1,328,987
Total Policyholder Surplus	\$ 193,903,518
Total Liabilities & Policyholder Surplus	\$ 211,322,932

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

CERTIFICATION:

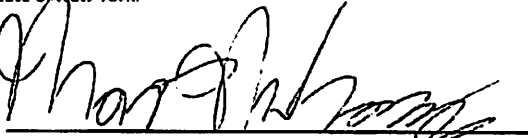
I, Matthew D. Mahoney, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2017 as reflected by its books and records and as reported in its statement on file with the insurance Department of the State of New York.

NOTARIZED:

State of New York County of New York on
 16 day of March, 2018.

My commission expires

12/7/19


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

EDWARD JAMES KELLEY
 Notary Public State of New York
 New York County
 Lic. #02KE833804
 Comm. Exp. December 7, 2018

Client#: 161076

CMCONST

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2018

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 CBIZ Insurance Svcs., Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500	CONTACT NAME: Marla Mayles	FAX (A/C, No): 855-288-6106
	PHONE (A/C, No, Ext): 301 777-1500	E-MAIL ADDRESS: mmayles@cbiz.cm
INSURED C&M Construction and Renovations LLC 15914 Lower Georges Creek Road SW Lonaconing, MD 21539	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Westfield Companies	NAIC # 24112
	INSURER B : Accident Fund Insurance Co of America	10166
	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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER		CWP9618784	02/22/2018	02/22/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		CWP9618784	02/22/2018	02/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS		CWP9618784	02/22/2018	02/22/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$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 N/A	WCV6160873	02/22/2018	02/22/2019	X 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)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

CBIZ Insurance Services, Inc.

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CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV046556

Classification:

GENERAL BUILDING
REMODELING & REPAIR

C & M CONSTRUCTION AND RENOVATIONS
DBA C & M CONSTRUCTION AND RENOVATIONS
15914 LOWER GEORGES CREEK RD SW
LONACONING, MD 21539

Date Issued

Expiration Date

JULY 30, 2018

JULY 30, 2019

Authorized Company Signature

Gene Choyne
Chair, 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.

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD