



State of West Virginia
Agency Purchase Order

Order Date: 12-22-2025

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

Order Number:	APO 0308 0308 LAB2600000003 1	Change Order No:	Procurement Folder:	1865822
Document Name:	W&M BUILDING REPAIRS		Reason for Modification:	
Document Description:	W&M BUILDING REPAIRS			
Procurement Type:	Agency Purchase Order			
Buyer Name:	Amanda D Scarberry			
Telephone:	(304) 380-9525			
Email:	amanda.d.scarberry@wv.gov			
Shipping Method:	Best Way		Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid		Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000205173 DANHILL CONSTRUCTION COMPANY PO BOX 685 GAULEY BRIDGE WV 250850685 US Vendor Contact Phone: 304-632-1600 Extension: 301 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Amanda D Scarberry Requestor Phone: (304) 380-9525 Requestor Email: amanda.d.scarberry@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
LABOR DIVISION OF BLDG 3 RM 200 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	LABOR DIVISION OF WEIGHTS AND MEASURES LAB 570 MACCORKLE AVE SW ST ALBANS WV 25177 US

Total Order Amount:	\$68,432.24
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DEPARTMENT AUTHORIZED SIGNATURE
DATE:
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72100000	1.00000	EA	68432.240000	68432.24
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Building and facility maintenance and repair services

Extended Description:

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

Email:

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:
_____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:
_____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. BONDS: The following bonds must be submitted if the Contract exceeds \$25,000:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

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

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

6. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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 Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division 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 West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia 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.

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

(Company)

Brian Robinson

(Signature of Authorized Representative)

Brian Robinson Project Manager

(Printed Name and Title of Authorized Representative)

10/29/25

(Date)

304-632-1600/304-632-1501

(Phone Number) (Fax Number)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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

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

Company

Authorized Signature

Date

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



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV001196

CLASSIFICATION:

ELECTRICAL
GENERAL BUILDING
HVAC
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

DATE ISSUED

EXPIRATION DATE

AUGUST 6, 2025

AUGUST 6, 2026

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Danhill Construction Company	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 685	Requester's name and address (optional)
	6 City, state, and ZIP code Galey Bridge, WV 25085	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
5	5		-	0	6	4	8	2	5 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Robert D. Hill	Date ► 6/23/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Danhill Construction Co.

P.O. Box 685
Gauley Bridge, WV 25085
Office: (304) 632-1600

Contract of General Trades Work Department of Weights and Measures

Dated: 10/24/2025

Submitted By: Danhill Construction Company
West Virginia Contractors License Number: WV-001196

Scope of Work (For additional information See attached Estimate)

1. Rebuild block wall
2. Install new Styrofoam insulation
3. Install vinyl siding on half of wall struck by vehicle
4. Install new 5 Ton package unit with new hood and ductwork
5. Install new kitchen cabinets, sink and faucet
6. Install half of kitchen/storage area ceiling
7. Install 2 to 4 new outlets
8. Paint walls
9. Clean and buff VCT floors
10. Install metal Door
11. Depose of all trash

The price includes working 40hr work week.

Acceptance of this proposal is contingent of acceptable terms and conditions of a contract. Quote
Valid for 30 Days.

Danhill Construction Co.

P.O. Box 685
Gauley Bridge, WV 25085
Office: (304) 632-1600

Pricing

Base bid price: \$68,432.24

\$-Sixty Eight Thousand Four Hundred Thirty Two and Twenty four cents

Signature of Representative OF
Firm: Weights and Measures
570 MacCorkle Ave West
Saint Albans WV 25177

By: **Tory Brewer** Digitally signed by Tory Brewer
Date: 2025.10.24 18:23:54
-04'00'
Title: Program Manger

Signature of Danhill Construction Company
P.O. Box 685
Gauley Bridge, WV 25085

By: 
Title: Project Manager

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

Client: Troy Brewer
Business: 570 MavCorkle Ave.
Saint Albans, WV 25177

Business: (304) 722-0605
Cellular: (304) 545-6860

Operator: BRIAN

Estimator: Brian Robinson

Type of Estimate:

Date Entered: 8/21/2025

Date Assigned: 8/20/2025

Price List: WVCH8X_JUN25

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2025-08-21WEIGHTS&ME

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

2025-08-21WEIGHTS&ME**Exterior**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Fencing (Bid Item)	1.00 EA		0.00	5,300.00	445.20	1,060.00	6,805.20
5. 4" x 4" x 16' - treated lumber post - material only	1.00 EA		0.00	51.19	4.30	10.24	65.73
6. Carpenter - Mechanic - per hour (Remove outer band and install new)	4.00 HR		0.00	83.77	28.15	67.02	430.25
8. 2" x 10" x 14' #2 treated pine (material only)	9.00 EA		0.00	26.75	20.22	48.16	309.13
9. Carpenter - Mechanic - per hour (REBUILD STEPS)	8.00 HR		0.00	83.77	56.29	134.04	860.49
51. Deck guard rail - treated lumber	14.00 LF		0.00	50.24	59.09	140.68	903.13
10. R&R Siding - vinyl	936.00 SF		0.45	8.05	668.31	1,591.20	10,215.51
12. Rigid foam insulation board - 3/4"	225.00 SF		0.00	1.12	21.17	50.40	323.57
14. Furring strip - 1" x 3"	225.00 SF		0.00	1.24	23.44	55.80	358.24
15. Block - 8" x 8" x 16" - in place	130.62 SF		0.00	27.20	298.44	710.58	4,561.88
17. Mason - Brick / Stone - per hour (ADDITIONAL TIME TO TOOTH IN)	8.00 HR		0.00	64.81	43.55	103.70	665.73
18. Plumbing - Labor Minimum (CAP GAS LINE AND TEST)	1.00 EA		0.00	255.53	21.47	51.10	328.10
20. Heat, Vent, & Air Conditioning (Bid Item) (PACKAGE UNIT, DUCTWORK, HOOD)	1.00 EA		0.00	14,820.00	1,244.88	2,964.00	19,028.88
21. Steel door, 3' x 7'	1.00 EA		0.00	558.65	46.93	111.74	717.32
23. Steel door frame - 3' opening	1.00 EA		0.00	429.50	36.08	85.90	551.48
24. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA		0.00	56.43	4.74	11.28	72.45

Totals: Exterior					3,022.26	7,195.84	46,197.09
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Kitchen/File room**Kitchen/File room**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
26. Acoustic ceiling tile	177.75 SF		0.00	4.09	61.07	145.40	933.47
28. Detach & Reset Fluorescent - acoustic grid fixture - four tube, 2'x 4'	3.00 EA	81.47	0.00	0.00	20.53	48.88	313.82
30. Stud wall - 2" x 4" x 8' - 16" oc	14.00 LF		0.00	20.24	23.81	56.68	363.85
31. 1/2" drywall - hung, taped, with smooth wall finish	210.62 SF		0.00	3.57	63.16	150.38	965.45

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

CONTINUED - Kitchen/File room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Floor protection - heavy paper and tape	355.51 SF		0.00	0.44	13.14	31.28	200.84
34. Paint the surface area - two coats	245.70 SF		0.00	1.04	21.47	51.10	328.10
35. Electrical - Labor Minimum	1.00 EA		0.00	262.21	22.02	52.44	336.67
36. Vinyl cove - 4" wrap	81.82 LF		0.00	8.97	61.66	146.78	942.37
38. Cove base molding - rubber or vinyl, 4" high	93.82 LF		0.00	2.28	17.96	42.78	274.65
39. Clean floor, strip & wax - several layers of wax	387.51 SF		0.00	1.18	38.41	91.46	587.13
41. Countertop - flat laid plastic laminate	6.00 LF		0.00	45.79	23.08	54.94	352.76
43. Cabinetry - laminate lower (base) units - Standard grade	6.00 LF		0.00	143.55	72.35	172.26	1,105.91
44. Cabinetry - laminate upper (wall) units - Standard grade	9.00 LF		0.00	105.14	79.49	189.26	1,215.01
45. Cabinet knob or pull - Standard grade	12.00 EA		0.00	7.28	7.34	17.48	112.18
46. Paint door slab only - 2 coats (per side)	4.00 EA		0.00	39.57	13.30	31.66	203.24
47. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA		0.00	32.66	10.97	26.12	167.73
48. Contents - move out then reset - Extra large room	2.00 EA		0.00	185.05	31.09	74.02	475.21
52. Sink faucet - Kitchen - Standard grade	1.00 EA		0.00	206.55	17.35	41.32	265.22
53. Water supply line - copper with fitting and hanger, 3/8"	2.00 LF		0.00	16.67	2.80	6.66	42.80
54. P-trap assembly - ABS (plastic)	1.00 EA		0.00	57.92	4.86	11.58	74.36
55. Kitchen Sink - single basin - Standard grade	1.00 EA		0.00	226.96	19.07	45.40	291.43
56. Gate valve - 1/2"	2.00 EA		0.00	44.82	7.52	17.92	115.08
57. Water supply line - copper with fitting and hanger, 1/2"	22.00 LF		0.00	16.42	30.35	72.24	463.83
58. Final cleaning - construction - Commercial	383.84 SF		0.00	0.23	7.42	17.66	113.36
Total: Kitchen/File room					670.22	1,595.70	10,244.47

General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA		1,248.00	0.00	104.83	249.60	1,602.43

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

CONTINUED - General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
2. Permits & Fees (Agreed Price)	1.00 EA		0.00	450.00	37.80	90.00	577.80
Totals: General Conditions					142.63	339.60	2,180.23
Total: Kitchen/File room					812.85	1,935.30	12,424.70

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
22. Door labor minimum	1.00 EA		0.00	74.57	6.26	14.92	95.75
59. Cleaning labor minimum	1.00 EA		0.00	25.00	2.10	5.00	32.10
13. Insulation labor minimum	1.00 EA		0.00	83.76	7.03	16.76	107.55
Totals: Labor Minimums Applied					15.39	36.68	235.40
Line Item Totals: 2025-08-21WEIGHTS&ME					3,850.50	9,167.82	58,857.19

Additional Charges	Charge
Burden for union wages	7,457.21
Additional Charges Total	\$7,457.21

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

Summary

Line Item Total	45,838.87
Burden for union wages	7,457.21
Subtotal	53,296.08
Overhead	5,329.63
Profit	5,329.63
Total Tax	4,476.90
Replacement Cost Value	\$68,432.24
Net Claim	\$68,432.24

Brian Robinson

**Award Recommendation and
Manual Vendor Compliance Search Verification Form
(Agency Delegated Purchases)**

DATE: October 24, 2025

TO: Memo to File

SUBJECT: Recommendation for Award

Solicitation Number: _____ Procurement Folder Number: _____

Solicitation Description: _____

Bid Information:

Alltek Environmental - \$85,900.00
1st Action Construction - \$80,609.00
DanHill Construction - \$68,432.24

Award Recommendation: Check the appropriate box below.

[X] **Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications.

[] **Other Than Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

List Vendor # Name –
Reason for Disqualification/Missed specification:

List Vendor # Name –
Reason for Disqualification/Missed specification:

Manual Search Verifications: By signing below the procurement officer certifies that he or she has verified that:

- ☒ **Vendor is in compliance** with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.
- ☐ **Vendor is not in compliance** with the Secretary of State requirements for business registration and this will need to be remedied before contract award.


Procurement Officer Signature

10/29/2025

Date

Amanda D. Scarberry

Procurement Officer Printed Name



Federal Service Desk Help During Temporary Government Shutdown [Show Details](#)
Oct 9, 2025



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Revolutionary FAR Overhaul Impacts to SAM.gov [Show Details](#)
Aug 15, 2025



Requests

Notifications

Workspace

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< Core Data

Actions

Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

Active Registration

DANHILL CONSTRUCTION COMPANY

Unique Entity ID

CAGE/NCAGE

M2N5C8LQXMD5

5LHZ3

Expiration Date

Aug 5, 2026

Physical Address

Mailing Address

9033 Midland TRL
Glen Ferris, West Virginia
25090, United States

P.O. Box 685
Gauley Bridge, West Virginia
25085-0685, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As	URL	Registration Dates	
DANHILL CONSTRUCTION CO	(blank)		
Division Name	Division Number		
(blank)	(blank)		
Congressional District	State/Country of Incorporation	Activation Date	Initial Registration Date
West Virginia 01	West Virginia, United States	Aug 8, 2025	Jul 23, 2009
		Submission Date	
		Aug 5, 2025	
		Entity Dates	
Owner	CAGE Legal Business Name		

Immediate Owner	(blank)(blank)
Highest Level Owner	(blank)(blank)

Entity Start Date	Fiscal Year End Close Date
Aug 29, 1984	Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types


Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	(blank)

Socio-Economic Types

Self Certified Small Disadvantaged Business, Veteran-Owned Business, Service-Disabled Veteran-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments	
Accepts Credit Card Payments No	Debt Subject To Offset  No

ACCOUNT DETAILS

EFT Indicator	0000
CAGE Code	5LHZ3

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Cheryl Lawrence, Construction Assistant

Address

P.O. Box 685

Gauley Bridge, West Virginia 25085

United States

Government Business

Primary Point of Contact

Dan Hill

Address

P.O. Box 685

Gauley Bridge, West Virginia 25085

United States

Past Performance

Primary Point of Contact

Robert Hill, President

Address

P.O. Box 685

Gauley Bridge, West Virginia 25085-0685

United States

Alternate Point of Contact

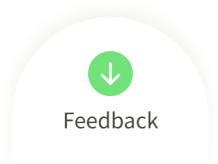
Dan Hill

Address

P.O. Box 685

Gauley Bridge, West Virginia 25085

United States



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DEBARRED AND SUSPENDED VENDOR LIST

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended Vendor Lists

⚡ | ⚡ | ⚡

Translate (Must switch browser to Chrome or Firefox)

Select Language | ▼

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name	Vendor Address	Debarment Date	Debarment Period	Debarment Scope
Andrew P. Nichols	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537	October 13, 2017; updated April 29, 2022	Permanent	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.
Arapaho Communications LP	840-A Kastrin St. El Paso, TX 79907- 2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Communications Management LLC	840-A Kastrin St. El Paso, TX 79907- 2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Pipe & Supply LP	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Backwoods Trucking	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
Bayliss & Ramey, Inc.	145 Vaughan Drive Fraziers Bottom, WV 25082	September 28, 2017	Permanent	All Commodities and Services
Bruce E. Kenney, III	916 Vikingfield TE Chesapeake, VA 23322	October 13, 2017	Permanent	All Commodities and Services
Clark A. Diehl	P.O. Box 20003 Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services
Courtney Bowman	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Daniel R. Dennis, III	1800 Huger Street Columbia, SC 29201	October 13, 2017	Permanent	All Commodities and Services
Dennis Corporation	1800 Huger Street Columbia, SC 29201	September 28, 2017	Permanent	All Commodities and Services
Deniz Erdinc	580 Broadway St., Unit 202A	August 5, 2019	Permanent	All Commodities and Services

	Laguna Beach, CA 92651			
Gerry E. Barton	Route 1, Box 185 Valls creek, WV 24815	February 23, 2011	Permanent	All Commodities and Services
Jack M. Kidd	840-A Kastrin St. El Paso, TX 79907- 2724	June 10, 2022	Permanent	All Commodities and Services
James Travis Miller	65 Summit Ridge Road Hurricane, WV 25526	October 13, 2017	Permanent	All Commodities and Services
John Derek Riffe	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879	August 18, 2021	Permanent	All Commodities and Services
Joyce Matney	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
KGH Development Inc.	840 Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Lighthouse Sourcing Solutions, LLC	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Mark Rudolph Whitt	380 Cannery Lane Winfield, WV 25213	October 13, 2017	Permanent	All Commodities and Services
May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.	1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.	17326 Edwards Road Ste. A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
Mountaineer Trucking	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
Nancy Kennedy	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
Planet Cellular Inc.	13909 Bettencourt St. Cerritos, CA 90703	September 8, 2022	Permanent	All Commodities and Services

RNCR Trucking	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Russel Radach	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Steven Hull	P.O. Box 434 Jane Lew, WV 26378	September 14, 2018	Permanent	All Commodities and Services
VMK/JMK Investment Holding LLC	400 Willow Glen Drive El Paso, TX 79922	June 10, 2022	Permanent	All Commodities and Services
	1600 Kanawha			

Buying with Purpose—Delivering Value

West Virginia Purchasing Division | 2019 Washington Street, East - Charleston, WV 25305 | phone 304-558-2306 | fax 304-558-3970

Hours of Operation 8:15 a.m. - 4:30 p.m. (excluding holidays and weekends)

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STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST



West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [_____]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Tory Brewer	Division of Labor		12/22/2025
Amanda Scarberry	Division of Labor		



WEST VIRGINIA PURCHASING DIVISION

Emergency Purchase Request Form for Central Purchases

(Purchases Exceeding Agency's Delegated Spending Threshold)

APPROVED
T. L. Smith
9/4/25

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

Follow-up Award Requirements: Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

Description of the emergency circumstance(s) that led to this emergency purchase request:

(What is the emergency situation? Provide detailed information.)

see the attached document

Proposed remedy:

(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

The Division of Labor (DOL) needs to hire a contractor to repair the building, fence, steps, water supply line, natural gas line, electrical work and HVAC system at the Weights and Measures building in Saint Albans.

Estimated cost:

(How much will the items or service cost to rectify the situation? Include total cost.)

Estimated costs are around \$80,000.

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

This service is a long term solution.

As soon as the agency is able to give the contractor approval, work can begin within 1-2 weeks and has an estimated completion time of 30 days.

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

Client: Troy Brewer
Business: 570 MavCorkle Ave.
Saint Albans, WV 25177

Business: (304) 722-0605
Cellular: (304) 545-6860

Operator: BRIAN

Estimator: Brian Robinson

Type of Estimate:

Date Entered: 8/21/2025

Date Assigned: 8/20/2025

Price List: WVCH8X_JUN25

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2025-08-21WEIGHTS&ME

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

2025-08-21WEIGHTS&ME**Exterior**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Fencing (Bid Item)	1.00 EA		0.00	8,900.00	747.60	1,780.00	11,427.60
5. 4" x 4" x 16' - treated lumber post - material only	1.00 EA		0.00	51.19	4.30	10.24	65.73
6. Carpenter - Mechanic - per hour (Remove outer band and install new)	4.00 HR		0.00	83.77	28.15	67.02	430.25
8. 2" x 10" x 14' #2 treated pine (material only)	9.00 EA		0.00	26.75	20.22	48.16	309.13
9. Carpenter - Mechanic - per hour (REBUILD STEPS)	8.00 HR		0.00	83.77	56.29	134.04	860.49
51. R&R Deck guard rail - treated lumber	14.00 LF		1.16	50.24	60.46	143.92	923.98
10. R&R Siding - vinyl	936.00 SF		0.45	8.05	668.31	1,591.20	10,215.51
12. R&R Rigid foam insulation board - 3/4"	225.00 SF		0.33	1.12	27.41	65.26	418.92
14. R&R Furring strip - 1" x 3"	225.00 SF		0.42	1.24	31.38	74.70	479.58
15. R&R Block - 8" x 8" x 16" - in place	130.62 SF		2.35	27.20	324.23	771.98	4,956.03
17. Mason - Brick / Stone - per hour (ADDITIONAL TIME TO TOOTH IN)	8.00 HR		0.00	64.81	43.55	103.70	665.73
18. Plumbing - Labor Minimum (CAP GAS LINE AND TEST)	1.00 EA		0.00	255.53	21.47	51.10	328.10
20. Heat, Vent, & Air Conditioning (Bid Item) (PACKAGE UNIT, DUCTWORK, HOOD)	1.00 EA		0.00	14,820.00	1,244.88	2,964.00	19,028.88
21. R&R Steel door, 3' x 7'	1.00 EA		15.57	558.65	48.24	114.86	737.32
23. R&R Steel door frame - 3' opening	1.00 EA		19.45	429.50	37.71	89.80	576.46
24. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA		0.00	56.43	4.74	11.28	72.45
Totals: Exterior					3,368.94	8,021.26	51,496.16

Kitchen/File room**Kitchen/File room**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
26. R&R Acoustic ceiling tile	177.75 SF		0.63	4.09	70.48	167.80	1,077.26
28. Detach & Reset Fluorescent - acoustic grid fixture - four tube, 2'x 4'	3.00 EA	81.47	0.00	0.00	20.53	48.88	313.82
30. R&R Stud wall - 2" x 4" x 8' - 16" oc	14.00 LF		1.79	20.24	25.91	61.70	396.03

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

CONTINUED - Kitchen/File room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
31. R&R 1/2" drywall - hung, taped, with smooth wall finish	210.62 SF		0.43	3.57	70.77	168.50	1,081.75
33. Floor protection - heavy paper and tape	355.51 SF		0.00	0.44	13.14	31.28	200.84
34. Paint the surface area - two coats	245.70 SF		0.00	1.04	21.47	51.10	328.10
35. Electrical - Labor Minimum	1.00 EA		0.00	262.21	22.02	52.44	336.67
36. R&R Vinyl cove - 4" wrap	81.82 LF		2.03	8.97	75.62	180.00	1,155.64
38. R&R Cove base molding - rubber or vinyl, 4" high	93.82 LF		0.31	2.28	20.41	48.60	312.00
39. Clean floor, strip & wax - several layers of wax	387.51 SF		0.00	1.18	38.41	91.46	587.13
41. R&R Countertop - flat laid plastic laminate	6.00 LF		4.48	45.79	25.34	60.32	387.28
43. R&R Cabinetry - laminate lower (base) units - Standard grade	6.00 LF		7.79	143.55	76.27	181.60	1,165.91
44. R&R Cabinetry - laminate upper (wall) units - Standard grade	9.00 LF		7.79	105.14	85.38	203.28	1,305.03
45. R&R Cabinet knob or pull - Standard grade	12.00 EA		1.21	7.28	8.56	20.38	130.82
46. Paint door slab only - 2 coats (per side)	4.00 EA		0.00	39.57	13.30	31.66	203.24
47. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA		0.00	32.66	10.97	26.12	167.73
48. Contents - move out then reset - Extra large room	2.00 EA		0.00	185.05	31.09	74.02	475.21
52. R&R Sink faucet - Kitchen - Standard grade	1.00 EA		19.45	206.55	18.98	45.22	290.20
53. R&R Water supply line - copper with fitting and hanger, 3/8"	2.00 LF		1.25	16.67	3.02	7.16	46.02
54. R&R P-trap assembly - ABS (plastic)	1.00 EA		7.79	57.92	5.52	13.14	84.37
55. R&R Kitchen Sink - single basin - Standard grade	1.00 EA		19.45	226.96	20.70	49.30	316.41
56. R&R Gate valve - 1/2"	2.00 EA		12.97	44.82	9.70	23.10	148.38
57. R&R Water supply line - copper with fitting and hanger, 1/2"	22.00 LF		1.25	16.42	32.67	77.74	499.15
58. Final cleaning - construction - Commercial	383.84 SF		0.00	0.23	7.42	17.66	113.36
Total: Kitchen/File room					727.68	1,732.46	11,122.35

General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
2025-08-21WEIGHTS&ME						8/21/2025	Page: 3

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

CONTINUED - General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA		1,248.00	0.00	104.83	249.60	1,602.43
2. Permits & Fees (Agreed Price)	1.00 EA		0.00	450.00	37.80	90.00	577.80
Totals: General Conditions					142.63	339.60	2,180.23
Total: Kitchen/File room					870.31	2,072.06	13,302.58

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Insulation labor minimum	1.00 EA		0.00	9.51	0.80	1.90	12.21
22. Door labor minimum	1.00 EA		0.00	39.55	3.32	7.92	50.79
59. Cleaning labor minimum	1.00 EA		0.00	25.00	2.10	5.00	32.10
Totals: Labor Minimums Applied					6.22	14.82	95.10
Line Item Totals: 2025-08-21WEIGHTS&ME					4,245.47	10,108.14	64,893.84

Additional Charges	Charge
Burden for union wages	8,222.05
Additional Charges Total	\$8,222.05

Dan Hill Construction

Dan Hill Construction
P.O. Box 685
Gauley Bridge WV 25085

Summary

Line Item Total	50,540.23
Burden for union wages	8,222.05
Subtotal	58,762.28
Overhead	5,876.28
Profit	5,876.28
Total Tax	4,936.12
Replacement Cost Value	\$75,450.96
Net Claim	\$75,450.96

Brian Robinson

Alltek Environmental Services LLC
2220 Washington Ave
Point Pleasant, WV 25550 US
3048716653
shelly.alltek@gmail.com
alltekservice.com



ADDRESS

Tory Brewer
570 MacCorkle Ave SW
St. Albans, WV

Estimate 2485

DATE 08/20/2025

EXPIRATION DATE 09/20/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	WEIGHTS AND MEASURES		85,900.00	85,900.00
	Services	Repair block on top of footing, retro fit up to exterior grade			
		Build block wall in damaged area			
		Retro tie ins to new block wall (3) cells each way			
	Services	SIDING			
		Remove and replace entire side of damage Grey vinyl (Match as close as possible) approx 1000 sq ft			
	Services	CEILING			
		Replace drop ceiling tiles that are damaged approx (20 2x4 tiles)			
		Repair ceiling grid approx 80 LF			
	Services	DRYWALL			
		Repair drywall approx 400 sq ft finish, prime and paint (Customer to choose color)			
		Paint entire breakroom			
	Services	KITCHEN CABINETS			
		Install contractor grade cabinets with laminate countertop , 9 LF of bottom cabinet with stainless sink and 9LF of countertop and plumbing to support			
		FENCE REPAIR			
		Approx 100 LF of fence repair			
		Reuse post except (4) damaged post			
		Reuse barbwire cap			
		Install approx 100 LF of commercial chain link fence			
		HVAC			
		Install 5 ton HVAC System			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	DECK 4'7" x 27'			
		Support roof, build deck with handrail, spindles and stairs			
	Services	ELECTRICAL REPAIR			
	Services	EXTERIOR DUCT STRUCTURE REPAIR			
		Roof, siding, trim and 2x4 construction			
	Services	FLOOR			
		Strip and wax floor			
	Debris Removal	We will remove and dispose of debris	1	0.00	0.00
	Customer Signature	Customer Accepts:_____	1	0.00	0.00
	Credit Charge	There will be an additional charge of 3% if paying with a credit or debit card	1	0.00	0.00
	Alltek Signature	Alltek Representative:_____	1	0.00	0.00
	Terms	Payment is due on the day of job completion. Payments received after 7 days of completion will incur a charge of 10% of the total estimate.	1	0.00	0.00

TOTAL

\$85,900.00

Accepted By

Accepted Date

1st Action Construction Services, LLC

August 28, 2025

Mr. Tory Brewer
West Virginia Division of Labor
Weights & Measures
570 MacCorkle Avenue West
Saint Albans, WV 25177

Re: Vehicle Impact Restoration

Dear Mr. Brewer:

Thank you for the opportunity to provide a cost proposal for the above referenced work. We propose to furnish materials, equipment, labor and supervision to rework areas of your facility that were damaged by vehicle impact.

Scope of Work:

1. Mobilize to jobsite.
2. Remove damaged chain link fencing and posts, removing salvageable pieces for reuse.
3. Furnish and install new chain link fence and posts where necessary approximately 50 LF.
Reusing any salvageable materials.
4. Remove damaged wooden post and remainder of wooden stairs at existing deck.
5. Furnish and install new post and stair access including handrail.
6. Remove damage CMU as necessary at wall for installation of new CMU.
7. Furnish and install new 8" CMU at impact area.
8. Furnish and install 36" residential grade exterior door where existing door was located.
9. Furnish and install new siding (similar in color) at impact area.
10. Furnish and install new 5-ton gas package unit.
11. Furnish and install new gas line to unit.
12. Furnish and install new disconnect.
13. Furnish and install new ductwork where damage/missing.

70 Cloverleaf Lane * Wayne, West Virginia 25570
304-360-0071 * jihensley@yahoo.com * WV License WV059160

1 ACS

Mr. Tory Brewer
304-545-1077
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14. Insulate new ductwork.
15. Reuse existing damper for zoning system.
16. Furnish and install new wood frame and metal covered chase for duct from unit. Color of metal to be a standard color chosen by owner.
17. Frame and install drywall panels at interior of impact area, approximately 16'-0 in length and 9'-0 in height tying into existing finishes.
18. Finish, prime, and paint new drywall.
19. Rework existing ceiling grid system at impact area, using any salvageable components to complete grid system.
20. Furnish and install new casework that was damaged at intersecting wall. Casework to be approximately 6'-0 of wall and base cabinets with laminate top.
21. Strip existing flooring and install new coat wax.
22. Remove construction debris.

Conditions:

1. Entire area must be available to begin work. Work to begin once materials are secured and scheduling allows; we are currently at around 1 month on work schedule.
2. Unforeseen conditions may cause extra costs to be incurred and extra time allotted to project.
3. It is assumed damper for zoning system is still operable. If it is not, extra costs will be incurred if a new damper is required.
4. Any testing and or abatement of regular or hazardous materials, if required, is not included.
5. Any work not listed in scope above may be handled on a T&M basis of \$89.11 per carpenter per man hour with materials and contractor cost plus 15% markup, at contractor's discretion.
6. Facilities and utilities provided by owner.
7. No premium time is included in this cost proposal.
8. Work to be performed 7:00 am to 5:30 pm Monday thru Friday.
9. We reserve the right to revise this estimate if not accepted within 30 days.

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- 10. All permits, taxes, and insurances included.
- 11. Final payment due upon receipt.

All work listed above, including the necessary supervision, materials, labor, and equipment for the lump sum of **\$80,609.00**.

Again, we appreciate the opportunity to provide a quote for this work and look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,



Jamie Hensley
Owner/Project Manager

ACCEPTED:

Original Proposal: **\$80,609.00**

Mr. Tory Brewer

Date