



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

State of West Virginia Purchase Order

Order Date: 06-17-2024

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:	CPO 0603 0603 ADJ2300000026 6	Procurement Folder:	1180319
Document Name:	Camp Dawson RTI Auditorium Renovations	Reason for Modification:	Change Order No. 3- To increase contract amount & extend contract time per the attached documentation.
Document Description:	CHANGE ORDER NO 3-To increase contract amount & extend		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-07-10
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-07-04

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: Philip B Schoolcraft Requestor Phone: (304) 558-2930 Requestor Email: philip.b.schoolcraft.nfg@army.mil <div>24 FILE LOCATION _____</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD KINGWOOD WV 26537-1077 US

6/27/24 66

Total Order Amount: \$797,799.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: 6.26.24 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 6/27/2024 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 6-28-24 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

CHANGE ORDER NO. 3 - To increase the contract amount and extend the contract time to allow for installation of cameras and wiring for the Audio/Visual system, install equipment to allow for mobility of podium on stage, and to exchange the tablets specified for the new seating, according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. The contract (unit prices, hourly rates, annual fee, etc.) is increased as defined in the attached documentation.

Original Contract Price: \$766,947.00
Change Order No. 2 Increase: \$14,764.52
Change Order No. 3 Increase: \$16,087.48
Contract New Total: \$797,799.00

To Extend Contract completion date to July 4, 2024.

EFFECTIVE DATE OF CHANGE: March 4, 2024

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

NO OTHER CHANGES.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	766947.00
Service From	Service To	Manufacturer		Model No	
2023-07-10	2024-07-04				

Commodity Line Description: BASE BID-RTI Auditorium Renovations

Extended Description:

Please reference the Bid Form for pricing which includes Alternates lines 1 & 2. and additional unit pricing if needed.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72000000	0.00000		0.000000	14764.52
Service From	Service To	Manufacturer		Model No	
2023-12-08	2024-07-04				

Commodity Line Description: CHANGE ORDER NO. 2- To increase contract amount & extend

Extended Description:

Change Order No. 2- To extend contract time and to increase contract amount for the installation of fiberglass insulation, clean ductwork and install new electrical/data wall chase, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	72000000	0.00000		0.000000	16087.48
Service From	Service To	Manufacturer		Model No	
2024-03-04	2024-07-04				

Commodity Line Description: CHANGE ORDER NO. 3- To increase contract amount & extend

Extended Description:

Change Order No. 3- To extend contract time and to increase contract amount for the installation of cameras and wiring for the Audio/Visual system, install equipment to allow for mobility of podium on stage, and to exchange the tablets specified for the new seating, per the attached documentation.



DEPARTMENT OF THE ARMY
ADJUTANT GENERAL'S OFFICE
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026

*approved per
Frank Whiteaker
6-26-24*

NGWV-FMO

13 June 2024

TO: Mr. David Pauline, Senior Buyer
West Virginia Division of Purchasing

FROM: Mr. Dean Wingerd, Procurement Analyst
Office of the Adjutant General, State of West Virginia

RE: Change Order Justification
CPO-ADJ2300000026
CO#3 Camp Dawson RTI Auditorium Renovations
DanHill Construction Company

This change order request for the project noted above is to increase the contract amount, for the installation of cameras and wiring for the Audio/Visual system, install equipment to allow for mobility of podium on stage, and to exchange the tablets specified for the new seating, and to extend the contract time to July 4, 2024, to allow for supply chain delays for the audio-visual equipment, and availability of a sub-contractor. The AIA Document G701-2017 (Change Order) signed by all parties is attached to this submission. The letter dated April 19, 2024, from the agency project manager reflects this request for a cost increase and time extension to the contract and is attached to this submission. The submission of this request was delayed because of obtaining federal funds to complete this change order, staff training & illness, the receipt of a properly executed Bond Rider and staff workload.

Per this justification, we respectfully request the approval of Change Order #3 as submitted.

The point of contact for this correspondence is the undersigned at 304-561-6629 or email at clauded.wingerd.nfg@army.mil.

Dean Wingerd
Procurement Analyst
WV Military Authority
Construction & Facilities Management Office



Document G701[®] – 2017

Change Order

PROJECT: (Name and address)
WVARNG Camp Dawson RTI
Auditorium

CONTRACT INFORMATION:
Contract For: General Construction

Date: July 10, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003R

Date: March 4, 2024

OWNER: (Name and address)
WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311

ARCHITECT: (Name and address)
ZMM Inc.
222 Lee Street West
Charleston, WV 25302

CONTRACTOR: (Name and address)
Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide all labor, materials and equipment necessary to complete the following:

RFC #4: Tablet Exchange \$3,132.30

RFC #5: Camera Change and Install \$9,140.86

RFC #6: Podium Access to Floor Boxes \$3,814.32

No Cost Time Extension 90 Days

Total: \$16,087.48 Add 90 Days

The original Contract Sum was	\$	766,947.00
The net change by previously authorized Change Orders	\$	14,764.52
The Contract Sum prior to this Change Order was	\$	781,711.52
The Contract Sum will be increased by this Change Order in the amount of	\$	16,087.48
The new Contract Sum including this Change Order will be	\$	797,799.00

The Contract Time will be increased by Ninety (90) days.
The new date of Substantial Completion will be July 4, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ZMM Inc.
ARCHITECT (Firm name)

SIGNATURE

Nathaniel Spencer

Project Manager
PRINTED NAME AND TITLE

3/8/2024
DATE

Danhill Construction Company
CONTRACTOR (Firm name)

SIGNATURE

Robert D. Hill, Pres
PRINTED NAME AND TITLE

4/10/2024
DATE

WV Army National Guard
OWNER (Firm name)

SIGNATURE

Bockwiz, Michael (Firm)
PRINTED NAME AND TITLE

22 April 24
DATE

Danhill Construction Co.

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

February 20, 2024

Nathaniel Spencer
ZMM Architects
222 Lee Street, West
Charleston, WV 25302

RE: Camp Dawson RTI Auditorium Renovations Change Order Request

Dear Nathan:

Per the request from Camp Dawson, Danhill Construction will supply labor and materials to change out the tablets on the auditorium chairs.

The cost to do this work would be \$3,132.30. We will only be charging Camp Dawson for materials.

Sincerely,



Robert D. Hill

Maffei Strayer Furnishings

147 Cobblestone Drive
Pittsburgh, PA 15237

Phone: (412) 741-1850
WV Contractors License # WV026202
email: rstrayer@mstrayerfurn.com

Send To: Danhill Construction	From: Richard Strayer
Attention: Dan Hill	Date: 14-Feb-24
Email: Dan.Hill@danhillconstruction.com	Bid Expires: 05-Mar-24

Total pages, including cover 1

No. of addenda reviewed: 0

Project Name: **Camp Dawson RTI Auditorium Renovations**

Section #	Qty	Description	Manufacturer	Our Price is
126100		Fixed Audience Seating	Irwin Seating	
	197	- Tablet arms on all chairs, are 83 sq inches		
		LH - 17		
		RH - 181		
		We include 4 dozed extra screws just in case needed		
		Delivered Only	Per Chair	
		Total Product Price	\$15.00	\$ 2,955.00

BIDS ARE BASED ON THE STANDARD DESIGN, CONSTRUCTION, MATERIAL, COLOR OF MANUFACTURER'S PRODUCTS, AND STATED QUANTITIES FOR AN ESTIMATED DELIVERY DATE.

Installation to be at delivery. Any delay in delivery or installation causes additional handling charges.

Plus 6% Sales Tax
Total 3,132.30

Danhill Construction Co.

P.O. Box 585
Gauley Bridge, WV 25085
Office: (304) 632-1600

February 15, 2024

Nathaniel Spencer
ZMM Architects
222 Lee Street, West
Charleston, WV 25302

RE: Camp Dawson RTI Auditorium Renovations Change Order Request

Dear Nathan:

Per the request from Camp Dawson at the Progress Meeting on Tuesday, Lee Hartman & Sons will exchange the 2 cameras that were originally specified with two cameras listed on the attached quote. This price includes all hardware, cables, installation and programming.

The cost to do this work would be \$9,140.86 including sales tax.

Sincerely,



Robert D. Hill

LEE HARTMAN & SONS INC.

Dan Hill Camp Dawson Add Change Order Cameras for Video Conferencing

Quote #LTC014273 v1

Danhill Construction

10000 WEAVER
PO Box 1000
Galaxy Bridge WV 26034

P: 304.336.1000 ext 311
E: jordan.lawrence@danhillconstruction.com

Lee Hartman & Sons Charleston, WV

10000 WEAVER
PO Box 1000
Galaxy Bridge WV 26034

P: 304.336.1000 ext 311
E: lisa@leehartman.com

02/15/2024

03/15/2024

Products

Item	Part Number	Model	Description	Price	Qty	Ext. Price
1		I/O USB Bridge	Lee Hartman & Sons I/O USB Bridge for Video Conferencing	\$1,520.00	1	\$1,520.00
2		PTZ Camera	Lee Hartman & Sons PTZ Camera for Video Conferencing	\$2,781.60	1	\$2,781.60
3		PTZ Camera	Lee Hartman & Sons PTZ Camera for Video Conferencing	\$1,420.00	1	\$1,420.00
4		PTZ Camera	PTZ Optics Model 4000 Zoom	\$1,420.00	1	\$1,420.00
5		Installation	Installation Labor	\$2,880.00	1	\$2,880.00
6		Wiring	Wiring	\$1,420.00	1	\$1,420.00
Subtotal						\$8,542.60

Scope of Work

Item	Part Number	Model	Description	Price	Qty	Ext. Price
Scope of Work						
<ul style="list-style-type: none"> Install two PTZ cameras. Cable to be installed by others. Install an I/O USB Bridge in the podium. The I/O USB Bridge shall connect to the AV network using the existing CAT5e wiring along the front side of the stage. Perform additional programming, as required. 						

LEE HARTMAN & SONS INC.

10000 1/2 W. 100th St.

Minneapolis, MN 55438-1000
Tel: 612-835-1000 Fax: 612-835-1001

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10000 1/2 W. 100th St. Minneapolis, MN 55438-1000

Date Quantity		Amount
10/1/86		\$8,542.86
Subtotal		\$8,542.86
Estimated Tax		\$598.00
Total		\$9,140.86

10000 1/2 W. 100th St.

10000 1/2 W. 100th St.

LEE HARTMAN & SONS INC.

Lee Hartman & Sons - Charleston, WV

Danhill Construction

1/15/14

1/15/14

1/15/14

Danhill Construction Co.

P.O. Box 685
Gauley Bridge, WV 25065
Office: (304) 632-1600

February 12, 2024

Nathaniel Spencer
ZMM Architects
222 Lee Street, West
Charleston, WV 25302

RE: Camp Dawson RTI Auditorium Renovations Change Order Request

Dear Nathan:

Per the request from Camp Dawson, Danhill Construction will supply labor and materials to provide podium access to all three floor boxes.

The cost to do this work would be \$3,814.32.

Sincerely,



Robert D. Hill



AIA® Document G716™ – 2004

Request for Information ("RFI")

TO: ZMM Architects Engineers
222 Lee Street
Charleston, WV 25302

FROM: Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

PROJECT:
Camp Dawson RTI
1001 Army Road
Kingwood, WV

ISSUE DATE: 2/2/2024 **RFI No.** 004

PROJECT NUMBERS: 20031/

REQUESTED REPLY DATE: 2/6/2024
COPIES TO:

In order to provide additional podium connectivity to the video wall we will need to add the following:
QTY 2 Crestron HD-RX-101-C-E Digital Media Receivers. Installation labor.
This will allow the podium to be connected to any of the three floor boxes. Quote is attached.

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)* **SPECIFICATIONS:** **DRAWINGS:** **OTHER:**

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

BY

DATE

COPIES TO

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

LEE HARTMAN & SONS INC.

Dan Hill Construction Add Order Request

Quote #LTC014172 v1

Prepared For

Danhill Construction

Cheryl Lawrence
P.O. Box 685
Gauley Bridge, WV 25085

P: 303-832-1600 ext 301
E: Cheryl.Lawrence@danhillconstruction.com

Prepared by

Lee Hartman & Sons - Charleston, WV

Larry Cox
3 Davis Court
Hurricane, WV 25526

P: (540) 366-3493 x1301
E: lcox@leehartman.com

Date Issued

02.01.2024

Expires

03.02.2024

Products

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
1	Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount(Limited Su	\$218.40	2	\$436.80
2	LHS	Labor - Installation	Installation Labor	\$2,880.00	1	\$2,880.00
Material and labor to add connectivity to two existing stage boxes.				Subtotal:		\$3,316.80

LEE HARTMAN & SONS INC.

Terms & Conditions

QUOTE TERMS AND CONDITIONS

These Quote Terms and Conditions shall apply to any quotation issued by Lee Hartman & Sons, Inc. ("LHS") to which they are attached or referenced, whether physically or electronically. Sales and orders of any goods or services ("Products") are subject to final approval by LHS and shall be subject to these Terms and Conditions, which shall take precedence over any additional or different terms and conditions from Customer, unless specifically provided in a separate written agreement between LHS and Customer. A signed quote or written notice constitute a Purchase Order. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of LHS. Unless otherwise specified, all quotations are valid for 30 days from the date issued.

PRICES & TAXES

The prices quoted are in United States Dollars unless otherwise specified. Customer is solely liable for all taxes, customs duties, or any other expenses imposed by Federal, State, County or Municipal authority under any current or future law, upon or with respect to the sale, delivery, or use of the Products and Customer agrees to pay the amount thereof under the same terms as the Purchase Order.

TERMS OF PAYMENT

LHS will invoice Customer for the exact quantity of Products on the day shipped at FOB origin, or delivered or installed by LHS. Payment shall be made for invoices in accordance with such terms of payment specified. All payments must be met by invoice due date. Unpaid balances after the due date are subject to a late fee of 2% per month.

PERFORMANCE & DELIVERY

LHS shall not be responsible or liable for any damages of any kind for delays or non-performance with respect to Purchase Orders for Products due to any cause beyond the direct control of LHS. This includes, but is not limited to, supplier shortages, riots, strikes, natural disasters, state or national emergencies, and acts of God.

LHS's delivery dates and schedules represent its best estimates based on current schedules and workloads, and are contingent upon, but not limited to, the receipt of complete specifications, designs, samples and other information reasonably requested by LHS to be provided by Customer. LHS shall have no liability for delay or any damages or losses sustained in meeting such dates or schedules. Time is specifically not of the essence as to any such dates.

Unless otherwise expressly agreed in writing, title and liability of loss shall transfer from LHS to Customer for shipments upon delivery of Products at FOB origin.

LHS shall not be responsible for outbound or return shipping charges with respect to Products that are rerouted, rescheduled, or returned undeliverable by the Carrier.

Additional fees are subject to apply if lift gate, limited access, or inside delivery services are required at time of delivery, but not noted prior to order quoted or specified on purchase order.

INSPECTION & RETURNS

Customer shall inspect Products upon delivery to verify conformity with the Quote. Any package or carton showing obvious signs of damage should be refused at the time of receiving. Observed damage must be noted on the Carrier Delivery Receipt, regardless if the package or carton is accepted or refused.

Products shall be deemed to have been accepted in the event that LHS has received no written notice specifying in detail any shortages, damages, or other claims within Ten (10) days following delivery of Products. Products must not be returned without LHS's prior written authorization. A restocking charge of at least 20% of the purchase price of Products may be charged on Products approved for refund. Customer is responsible for all Product delivery expenses related to elective returns, in the case that LHS, the Manufacturer, Distributor, or Vendor are not responsible for error in specification or design.

Policies with respect to inspection and return of Products delivered direct from the Manufacturer, Distributor, or Vendor are beyond the direct control of LHS and take precedence over the foregoing.

WARRANTY

LHS WARRANTS THAT WORK PERFORMED BY LHS SHALL BE FREE FROM DEFECTS, INCLUDING LATENT DEFECTS, IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE WHEN OPERATED IN ACCORDANCE WITH LHS'S OR THE MANUFACTURER'S OPERATING INSTRUCTIONS FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING DELIVERY OF THE PRODUCTS. THE WARRANTY SHALL NOT APPLY TO THE IMPROPER USE, NEGLIGENCE, HANDLING, ALTERATION, OR MODIFICATION OF THE PRODUCT. LHS'S OBLIGATION AND CUSTOMER'S SOLE REMEDY UNDER THE WARRANTY SHALL BE LIMITED TO, AT LHS'S OPTION, THE REPAIR OR REPLACEMENT OF THE NONCONFORMING WARRANTED PRODUCT, OR ANY PART THEREOF. THE WARRANTY DOES NOT APPLY TO CONSUMABLE ITEMS SUCH AS TUBES, FUSES, BULBS, AND LIKE ITEMS. CUSTOMER SHALL PROVIDE PROMPT WRITTEN NOTICE OF THE PRODUCT'S FAILURE WITHIN THE WARRANTY PERIOD, WHICH NOTICE SHALL BE PROVIDED NO LATER THAN TWENTY-ONE (21) DAYS AFTER CUSTOMER'S DISCOVERY OF THE DEFECT.

LIMITATION OF LIABILITY

LHS'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL LHS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS CONSIDERATION FOR LIMITING LHS'S LIABILITY. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT WILL LHS BE RESPONSIBLE OR LIABLE FOR (A) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, OR (B) INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THE PRODUCTS.

INDEMNIFICATION

Customer shall indemnify and hold harmless LHS and its officers, employees and agents against all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees) on account of any damaged property or injury or death of persons (including, without limitation, Customer's employees) arising out of Customer's storage, handling, use, implementation or disposal of Products purchased from LHS. This indemnity obligation shall survive the expiration, termination or cancellation of any agreement or order with respect to the sale of Products.

GOVERNING LAW; VENUE

These Terms and Conditions and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the Commonwealth of Virginia without regard to the conflict of laws provisions thereof. Sole venue and forum for all such matters shall be in the Commonwealth of Virginia state courts.

NO WAIVER

If either party, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such waiver be deemed as a course of conduct.

SEVERABILITY

If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

MODIFICATION

Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both LHS and Customer.

Quote Summary		Amount
Products		\$3,316.80
Subtotal:		\$3,316.80
Estimated Tax:		\$232.18
Total:		\$3,548.98

LEE HARTMAN & SONS INC.

Acceptance

Lee Hartman & Sons - Charleston, WV

Danhill Construction

Larry Cox

Larry Cox

Signature / Name

02/01/2024

Date

Cheryl Lawrence

Signature / Name

Initials

Date



DEPARTMENT OF THE ARMY
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026

NGWV-FMO-TSB

19 April 2024

SUBJECT: Agency Justification letter for Change Order #3 (CPO-ADJ2300000026) -
Camp Dawson RTI Auditorium Renovations

ATTN: Ms. Tara Lyle
West Virginia Department of Administration
Purchasing Division
PO Box 50130
Charleston, WV 25305-0130

Ms. Lyle

1. Please find the following change order packet for the subject contract. This change order is to address identified needs and concerns during the Regional Training Institute (RTI) Auditorium Renovations Construction on the Camp Dawson training facility, near Kingwood WV. A description of the services is provided below.
2. The West Virginia Army National Guard requests a courtesy call if there are any problems associated with the attached change order to have an opportunity to address any issues in a timely manner.
3. Itemized Changes:
 - **Item #1 Podium Mobility Equipment**
 - Description of Work: Provide and install equipment to allow for mobility of podium on stage.

Justification for Change:

- a. During the renovation to the RTI Auditorium, it was discovered that the necessary equipment for the podium to be mobile was not in place. To achieve this goal, additional hardware and install is required.
- b. Recommendation: The cost changes documented in the change order request are fair and reasonable.

- **Item #2 Camera Wiring Installation**

- Description of Work: Install cameras and wiring to function with Auditorium A/V system.

Justification for Change:

- a. The Audio/Visual System installed in the RTI Auditorium was planned for cameras to be functional within the system. There were issues with wiring paths and connections to the network creating unforeseen issues with this goal. Dan Hill Construction provided a plan of action to get the cameras on the A/V System.
- b. Recommendation: The cost changes documented in the change order request are fair and reasonable.

- **Item #3 Chair Tablet Replacements**

- Description of Work: Replace the existing chair tablets with smaller and more functional option.

Justification for Change:

- a. The tablets installed on the new seating for the RTI Auditorium not conducive to functional use of the seating. The change request is for costs associated to changing to a more functional tablet option.
- b. Recommendation: The cost changes documented in the change order request are fair and reasonable.

- **Item #4 Time Extension**

- Description of Work: Time Extension for Additional Work

Justification for Change:

- a. A request is made for 90 additional days to account for material lead times and availability for installations.
- b. Recommendation: The time change documented in the change order request is fair and reasonable.

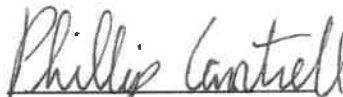
4. Accounting Summary

<u>CONSOLIDATED PRICING OF CHANGE ORDER</u>		
<u>Description</u>	<u>Federal Funds</u>	<u>State Funds</u>
<u>Item #1:</u> Podium Mobility Equipment	\$3,814.32	\$0
<u>Item #2:</u> Camera Wiring Installation	\$9,140.86	\$0
<u>Item #3:</u> Chair Tablet Replacements	\$3,132.30	\$0
<u>Item #4:</u> Time Extension	\$0	\$0
Total:	\$16,087.48	\$0

- Total Cost of Changes: \$16,087.48
- Funding 100% Federal

5. If you have any questions or concerns, the point of contact for this action is Mr. Phillip Cantrell, 304-550-2791, Phillip.J.Cantrell2.nfg@mail.mil.

Sincerely:



PHILLIP J. CANTRELL
NGWV-FMO-TSB
Project Manager

INCREASE PENALTY RIDER

BOND AMOUNT \$781,711.52 BOND NO. 312160V

To be attached and form a part of Bond No. 312160V dated the 12th Day of April, 2023,
executed by Ohio Farmers Insurance Company as surety, on behalf of Danhill Construction
Company as current principal of record, and in favor of WV Army National Guard, as Obligee
for State of WV - CRFQ -0603-ADJ23*15 – Camp Dawson RTI Auditorium Renovations:
PF: 1180319 - According to Plans & Specifications, and in the amount of Seven Hundred Eighty
One Thousand Seven Hundred Eleven Dollars and 52/100 (\$781,711.52).

In consideration of the agreed premium charged for this bond, it is understood and agreed that
Ohio Farmers Insurance Company hereby consents that effective from the 4th Day of March, 2024,
said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Seven Hundred Eighty One Thousand Seven Hundred Eleven Dollars and 52/100 (\$781,711.52)

TO: Seven Hundred Ninety Seven Thousand Seven Hundred Ninety Nine Dollars and 00/100 (797,799.00)

The INCREASE of said bond penalty shall be effective as of the 4th Day of March, 2024, and does hereby
agree that the continuity of protection under said bond subject to changes in penalty shall not be
impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed
the amount of liability assumed by it at the time the act and/or acts of default were committed and in
no event shall such liability be cumulative.

Signed, sealed and dated this 4th Day of March, 2024

Danhill Construction Company
Principal

BY

Robert D. Hill, President

Ohio Farmers Insurance Company
Surety

BY

Kimberly J. Wilkinson, Attorney-in-fact, WV Resident Agent



ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____ 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Fayette to-wit:
11. I, Cheryl Lynn Lawrence, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Robert D. Hill
13. who as, President of Danhill Construction Company signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this 4th day of March 20 24
16. Notary Seal Cheryl Lynn Lawrence
17: Cheryl Lynn Lawrence
(Notary Public)
18. My commission expires on the 27th day of July 20 26

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Raleigh to-wit:
21. I, Patricia A. Moye, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Kimberly J. Wilkinson
23. who as, Attorney-in-fact and WV Resident Agent signed the foregoing writing for
24. Ohio Farmers Insurance Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

25. Given under my hand this 4th day of March 20 24
26. Notary Seal Patricia A. Moye
27: Patricia A. Moye
(Notary Public)
28. My commission expires on the 15th day of May 20 28

Official Seal
Notary Public, State of West Virginia
Patricia A. Moye
Daniels, WV 25832
My Commission Expires May 15, 2028
Sufficiency in Form and Manner
of Execution Approved

This 27th day of June 20 24

By: John S. Gray
(Deputy Attorney General)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **03rd** day of **OCTOBER** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **03rd** day of **OCTOBER** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **4th** day of **March** A.D., **2024**



Frank A. Carrino, Secretary

COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>6</u> Date: <u>6/17/24</u> Solicitation No. <u>CPO ADJ 23*26</u>	Agency: Adjutant Generals Office Procurement Officer Submitting Requisition: Dean Wingerd Requisition No. CPO-ADJ23*26 Change Order #3- Price Increase & Time Extension PF No.: 1180319
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____

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Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

DANHILL CONSTRUCTION COMPANY

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	8/29/1984		8/29/1984	Domestic	Profit			

Organization Information			
Business Purpose	2362 - Construction - Construction of Buildings - Nonresidential Building Construction (industrial, commercial & institutional building)		Capital Stock 100000.0000
Charter County	Fayette	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	5.000000
Authorized Shares	20000	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	9033 MIDLAND TRAIL GLEN FERRIS, WV, 25090
Mailing Address	PO BOX 685 GAULEY BRIDGE, WV, 25085 USA
Notice of Process Address	ROBERT D HILL PO BOX 685 GAULEY BRIDGE, WV, 25085
Principal Office Address	9033 MIDLAND TRAIL GLEN FERRIS, WV, 25090 USA
Type	Address

Officers	
Type	Name/Address
President	ROBERT D. HILL PO BOX 753 GAULEY BRIDGE, WV, 25085
Treasurer	REBECCA L. HILL PO BOX 753 GAULEY BRIDGE, WV, 25085
Type	Name/Address

Date	Amendment
6/13/1988	INCREASE IN AUTHORIZED CAPITAL STOCK, FROM 5,000.00 AT A PAR OF 5.00, TO 100,000.00 WITH A PAR OF 5.00
Date	Amendment

Annual Reports	
Filed For	
2024	
2023	
2022	
2021	
2020	
2019	
2018	
2017x	
2017	
2016	
2015	
2014	
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, June 26, 2024 — 2:39 PM

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