



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

Request for Quotation

RFO NUMBER
DNR70086A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
304-558-0492

VENDOR

*709053330 304-632-1558
DANHILL CONSTRUCTION COMPANY
PO BOX 685

GAULEY BRIDGE WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0662 304-558-2775

DATE PRINTED 05/14/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/22/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		\$ 205,000.00
	PICNIC AREA RESTROOM PARK: CARNIFEX FERRY STATE PARK PROJECT: PICNIC AREA RESTROOM CONSTRUCTION OF PICNIC AREA RESTROOM AT CARNIFEX FERRY STATE PARK IN NICHOLAS COUNTY, WEST VIRGINIA. A MANDATORY ON-SITE PRE-BID WILL BE HELD ON 5/31/06 AT 1:00 PM AT THE PARK HEADQUARTERS. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. THE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE THE PURCHASE ORDER AS ISSUED BY THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION, ANY ADDENDA, AND THE PLANS AND SPECIFICATIONS AS PREPARED BY THE DIVISION OF NATURAL RESOURCES PARKS AND RECREATION SECTION. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT, A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 6-22-06
TITLE <i>Pres.</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F O B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031



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***709053330 304-632-1558**
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PO BOX 685
GAULEY BRIDGE WV 25085

DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
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25305-0662 304-558-2775

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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.</p> <p>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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. 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,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Pres. Robert D. Hill</i>	TELEPHONE 632-1600	DATE 6-22-06
TITLE Pres.	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 6-26-06
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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>6-22-06</i>
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LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		..06	05	2006		
NO. 2		..06	07	2006		
NO. 3					
NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
..... Robert D. Hill					SIGNATURE	
..... Dan Hill Construction Co.					COMPANY	
..... 6-22-06					DATE	
REV. 11/96						
CONTRACTORS LICENSE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert D. Hill</i>	632-1600	6-22-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Pres.</i>	55-0648251	

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ... <i>Danhill Construction Co.</i> ... CONTRACTORS LICENSE NO.: ... <i>W.V. 001194</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>6-22-06</i>
TITLE <i>Pres.</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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V E N D O R	*709053330 304-632-1558
	DANHILL CONSTRUCTION COMPANY PO BOX 685
	GAULEY BRIDGE WV 25085

S H I P T O	DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION BUILDING 3, ROOM 719 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0662 304-558-2775
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EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
***** THIS IS THE END OF RFQ DNR70086A ***** TOTAL:						\$ 205,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 6-22-06
TITLE PMS.	FERN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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Spending Unit: DNR - Parks and Recreation		

Item No.	Quantity	Description	Unit Price	Amount
		<p>Plans and specifications may be obtained by contacting: Stephen DeBarr P E Chief Engineer Planning Engineering and Maintenance DNR - Parks and Recreation 1900 Kanawha Boulevard, East Charleston WV 25305 Telephone: (304) 558-2775</p> <p>Request for quotations may be obtained by contacting: Bid Request Finance and Administration, Purchasing Division 2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2063</p> <p>A deposit is not required for bidding documents</p> <p>The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular</p> <p>The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 180 consecutive calendar days following receipt of the Owner's written Notice to Proceed For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 00 per day</p> <p>Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk</p> <p>Upon receipt of the Owner's written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the contract along with insurance certificates as set forth in the Bidding Documents to the Owner within ten (10) consecutive calendar days or the Bidder shall forfeit the security deposited with this bid</p> <p>PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of</p>		

				11
Spending Unit:				
DNR - Parks and Recreation				

Item No	Quantity	Description	Unit Price	Amount
		<p>value Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER</p> <p>Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500 00) From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%) will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner The balance less all previous payments, will be certified for payment by the OWNER</p> <p>When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR</p>		

**CARNIFEX FERRY STATE PARK
PICNIC AREA RESTROOM
NICHOLAS COUNTY, WEST VIRGINIA**

Danhill Construction Company
NAME OF BIDDER

P.O. BOX 685 Gauley Bridge, W.V. 25085
ADDRESS OF BIDDER

304-632-1600
PHONE NUMBER

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

BASE BID: All labor, materials and equipment as stipulated in the Bidding Documents

BASE BID AMOUNT:

Two hundred and five thousand dollars and
zero cents (\$ 205,000.00)

(Total to be written in figures and words)

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

Definitions:

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

'Debtor' means any individual corporation partnership association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions

'Political subdivision' means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities

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

Exception:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause above apply; and all state licensing requirements are in compliance

Vendor's Name: Danhill Construction Co.

Authorized Signature: Robert D. Hill Date: 6-22-06



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RFQ COPY
 TYPE NAME/ADDRESS HERE

*Dan Hill Construction Co.
 P.O. Box 685
 Gauley Bridge, W.V.
 25085*

SHIP TO

DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 BUILDING 3, ROOM 719
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0662 304-558-2775

DATE PRINTED 06/05/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
ADDENDUM NO. 1 CHANGES TO THE SPECIFICATIONS AS PER THE ATTACHED PICNIC AREA RESTROOM						
***** THIS IS THE END OF RFQ DNR70086A ***** TOTAL:						<i>205,000.00</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 06-22-06
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031

ADDENDUM NUMBER 1

Project - Carnifex Ferry Battlefield Picnic Area Restroom
RFQ DNR70086A

Page 1 of 1
May 31, 2006

1. All tree clearing, removal, and disposal are the Contractors responsibility.
2. Clearing to include six trees greater than 12" dbh and all trees necessary to accomplish the work with diameter less than 12"dbh.
3. Change manholes 4 and 5 (the two manholes closest to the existing septic tank) to PVC pipe cleanouts.



Stephen DeBarr, P.E.
Chief Engineer

PREBID MEETING NOTES

Project - Carnifex Ferry Battlefield Picnic Area Restroom

Page 1 of 3

- | | |
|-------------------------------------|---|
| Sign in sheet | <ul style="list-style-type: none"> • Attached |
| Addendum | <ul style="list-style-type: none"> • Attached |
| Project | <ul style="list-style-type: none"> • RFQ DNR70086A |
| Mandatory pre bid meeting/ | <ul style="list-style-type: none"> • Bids not accepted from anyone not attending pre-bid meeting and signing sign-in sheet • Attendance defined as being present before the meeting is formally adjourned. |
| Introduction of parties | <ul style="list-style-type: none"> • Steve DeBarr, Chief Engineer 304-558-2775 • Mark Mengele, Park Superintendent 304-872-0825 (not present) • Ron Price, Buyer Division of Purchasing 304-558-0492 (not present) |
| Bidding documents | <ul style="list-style-type: none"> • Drawings. • Specifications. • Request for quotations. • Addendum. |
| Contact to obtain bidding documents | <ul style="list-style-type: none"> • Drawings and specifications contact Steve DeBarr 304-558-2775. • Request for quotations contact Ron Price • Addendum will be forwarded from Division of Purchasing. |
| Bidding procedure | <ul style="list-style-type: none"> • Submit as stipulated in RFQ. • Submit at time and locations stipulated in RFQ. • Lump sum bid. • Do not qualify bids in any manner |
| Bid opening | <ul style="list-style-type: none"> • 06-22-06 |
| Bid alternates | <ul style="list-style-type: none"> • None. |

PREBID MEETING NOTES

Project - Carnifex Ferry Battlefield Picnic Area Restroom

Page 2 of 3

- | | |
|---|---|
| Probable notice to proceed date
Contract time | <ul style="list-style-type: none"> • August 1, 2006 • 180 days |
| Bonding and Insurance requirements | <ul style="list-style-type: none"> • As described in RFQ. • Contact Ron Price for more information. • Need bid bond, performance bond, and materials/labor payment bond. |
| Safety | <ul style="list-style-type: none"> • Contractors responsibility |
| Sequence of work requirements
On site work limitations | <ul style="list-style-type: none"> • None • Morning start time - no limitation • Evening quit time - no limitation |
| Materials storage | <ul style="list-style-type: none"> • Limited to site in vicinity of work |
| Permits to be obtained by Contractor
Permits obtained by Owner | <ul style="list-style-type: none"> • Nicholas County building permit, if required. • Permission to construct from Division of Culture and History • Septic tank permit from Division of Health not required |
| Working in vicinity of park guests | <ul style="list-style-type: none"> • Keeps site clean and free of loose debris so as to not be an eyesore or nuisance. • Keep roads and walks clean and free from mud, dust, debris. • Pay attention to park speed limits. |
| Work and or materials furnished by Owner
Payment procedure | <ul style="list-style-type: none"> • None • Applications to be made monthly. • Applications to be made on AIA Documents G702 and |

PREBID MEETING NOTES

Project - Carnifex Ferry Battlefield Picnic Area Restroom

Page 3 of 3

703.

- Submit to engineer's attention.
- Progress payments to be made on estimated percent complete of each item listed in the approved schedule of values.
- Approved applications forwarded to Finance and Administration for payment.
- Typical time to receive payment is 4 to 6 weeks.

A handwritten signature in black ink, appearing to read "Stephen DeBarr". The signature is written in a cursive, flowing style.

Stephen DeBarr, P.E.

Email: Ken Caplinger, Doug Baker, Bob Beanblossom, Mark Mengele, Ron Price
Cc: Mark Mengele, Ron Price, file

PRE-BID MEETING SIGN IN

Park/ Project: ~~CARNIFEX~~ PICNIC RESTROOM

sheet 1 of

Date: 5-31-06

Representative name	Donny Smith
Company name	✓ Dual Construction Management
Address	Peoples Building Summer St. Charleston WVA 25302
Phone	347-8820
Fax	347-8821
email	
Need plans and specifications?	
Representative name	Steve Bailey
Company name	✓ Bailey Development Corp.
Address	403 Melvina P.O. Box 915 Summersville, WV 26651
Phone	304 872-5489
Fax	872-5489
email	baileydevelopment@verizon.net
Need plans and specifications?	

PRE-BID MEETING SIGN IN

Park/ Project:

sheet 2 of 4

Date:

Representative name	✓ FRANK Ruggio
Company name	✓ CAPITAL BUILDERS
Address	4008 - 5TH ST ROAD HUNTINGTON WV 25701
Phone	304-697-5002
Fax	304-697-5004
email	9C CAPITAL BUILD ANL.COM
Need plans and specifications?	
Representative name	CHRIS DOZIER
Company name	✓ DANHILL CONSTRUCTION CO.
Address	P.O. BOX 685 BAULEY BRIDGE, W.V. 25085
Phone	304-632-1600
Fax	304-632-1501
email	rdanhill@hotmail.com
Need plans and specifications?	

PRE-BID MEETING SIGN IN

Park/ Project:

sheet 3 of 4

Date:

Representative name	M. Hogg
Company name	✓ Hogg Const LLC
Address	401 7th Ave Martinsburg WV
Phone	304-221-7500
Fax	
email	
Need plans and specifications?	✓
Representative name	Rusty Sarver
Company name	✓ Main Street Builders LLC
Address	PO Box 309 Princeton WV 24740
Phone	304-425-9259
Fax	304-425-2171
email	
Need plans and specifications?	

PRE-BID MEETING SIGN IN

Park/ Project:

sheet 4 of 4

Date:

Representative name	BLAIR LEE
Company name	✓ ALLEGHENY RESTORATION
Address	P.O. Box 18032 MORGANTOWN - WV 26507
Phone	304 594 2570
Fax	304 594 2810
email	Blair@AllegenyRestoration.com
Need plans and specifications?	
Representative name	
Company name	
Address	
Phone	
Fax	
email	
Need plans and specifications?	



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

Request for Quotation

RFQ NUMBER:
DNR70086A

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 32
 304-558-0492**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Danhill Construction Company
 P.O. Box 685
 Canby Bridge, W.V.
 25085*

**DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 BUILDING 3, ROOM 719
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0662 304-558-2775**

DATE PRINTED 06/07/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/22/2006 BID OPENING TIME: 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
ADDENDUM NO. 2 CHANGES TO THE SPECIFICATIONS AS PER THE ATTACHED PICNIC AREA RESTROOM						
***** THIS IS THE END OF RFQ DNR70086A ***** TOTAL:						<u>\$ 205,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill* TELEPHONE: **632-1600** DATE: **6-22-06**
 TITLE: *President* FEIN: **55-0648251** ADDRESS CHANGES TO BE NOTED ABOVE

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Purchasing Division
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Charleston, WV 25305-0130

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Bid Observer
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ADDENDUM NUMBER 2

Project - Carnifex Ferry Battlefield Picnic Area Restroom
RFQ DNR70086A

Page 1 of 1
May 31, 2006

1. Delete all manholes (manholes 1,2,3,4,5) and cleanouts added by Addendum 1.
2. Delete sanitary sewer line from manhole 1 to intersection with existing septic tank effluent line
3. Delete two 1500 gallon septic tanks
4. Work deleted by items above is not a part of the contract documents and will be accomplished by others
5. Install sanitary sewer line from building wall line to the location of manhole 1 and cap



Stephen DeBarr, P.E.
Chief Engineer

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, Danhill Construction Company
of Gauley Bridge West Virginia, as Principal, and Colonial Surety Co.
of Montvale New Jersey, a corporation organized and existing under the laws of the State of NJ
with its principal office in the City of Montvale, as Surety, are held and firmly bound unto the State
of West Virginia as Oblige, in the penal sum of Eleven thousand seven hundred (\$ 11,700.00) for the payment of which
well and truly to be made, we jointly and severally bind ourselves, our heirs administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Carnifax Ferry State Park, Picnic Area Restrooms

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
22 day of June, 2006.

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)
By Robert D. Hill
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Colonial Surety Company
(Name of Surety)
Anthony J. Cimasko
Anthony J. Cimasko
Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia agent must sign or countersign.

Colonial Surety Company

Administrative Office
50 Chestnut Ridge Road
Montvale, NJ 07645

CONSENT OF SURETY

DNR, Parks & Recreation Section
Bldg. 3, Room 719, 1900 Kanawha Blvd.
Charleston , WV 25305-0662

RE: **Carnifax Ferry State Park, Picnic Area Restrooms**

COLONIAL SURETY COMPANY organized and existing under the laws of the Commonwealth of Pennsylvania and duly qualified to transact business in the State of WV hereby agrees that **Danhill Construction Company**

Glen Ferris , WV
has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to **Danhill Construction Company**

Glen Ferris , WV
that we will provide the required performance, payment and/or maintenance bonds

Signed and sealed this 22nd day of June 2006.

COLONIAL SURETY COMPANY

BY:



Anthony J. Cimasko (Attorney-in-Fact)

Colonial Surety Company
Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, NJ 07645
GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an Administrative Office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint **Anthony J. Cimasko** of Montvale and State of New Jersey its true and lawful Attorney -in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the 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 the Colonial Surety Company at a meeting held on the 25th day of July, 1950

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary 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:

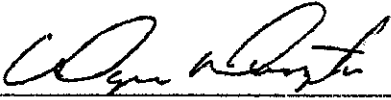
"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any 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 binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 4th day of November, A D , 2003

State of New Jersey
County of Bergen } ss:



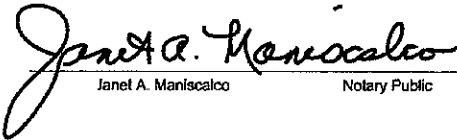
COLONIAL SURETY COMPANY

By 
Wayne Nunziata

On this 4th day of November, in the year 2003, before me Janet A. Maniscalco, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it



Janet A. Maniscalco
A Notary Public of New Jersey
My Commission Expires Oct 3 2008


Janet A. Maniscalco Notary Public


I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation "

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this **22nd** day of **June**, **2006**

For verification of the authenticity of this Power of Attorney you may call 201-573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual and details of the Bond which the power is attached.

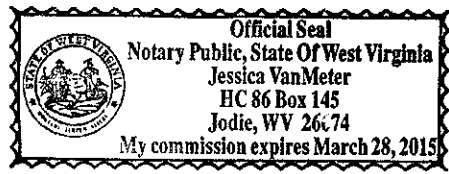

Frederick S. Gallo Secretary

State of WV

County of Fayette

AND NOW, this 22nd day of June, in the calendar year of 2006, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, Anthony J. Cimasko, attorney-in-fact and Vice President of Colonial Surety Company, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



A Notary Public of West Virginia
My Commission Expires on March 28, 2015

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Van Meter
NOTARY PUBLIC