



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
DNR80053

PAGE
1

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

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

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

Panther

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/25/2006				

BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
<p>THIS ADDENDUM IS ISSUED TO CLARIFY THE CONTRACTOR HAS 90 DAYS TO COMPLETE THE CONTRACT; AND TO ADD THE REQUIRED BID BOND FORM. FAILURE TO SUBMIT THE "ATTACHED" COMPLETED BID BOND FORM AUTOMATICALLY DISQUALIFIES A BIDDER FROM BEING AWARDED THE CONTRACT. NO OTHER BID BOND WILL BE ACCPETED.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. BID BOND FORM & INSTRUCTIONS 2. PRE-BID MEETING SUMMARY <p>***** END OF ADDENDUM #01 *****</p>						
						<i>\$176,000.00</i>

Bid with Excel Homes of Ghent, W.Va.

SIGNATURE <i>Robert D. Hall</i>				TELEPHONE <i>304-632-1600</i>	DATE <i>11/8/06</i>
TITLE <i>Resident</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE			

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

**Panther State Forest
Superintendents Residence
RFQ DNR 80053
Pre-Bid Meeting Summary
Date of Meeting: October 24, 2006**

- 1 A pre-bid meeting was held as scheduled for the above referenced project. Meeting began promptly at 1:00 PM.
- 2 Attendees signed a sheet indicating their attendance, a copy is attached.
- 3 The pre-bid meetings check list was used and a copy is attached.
- 4 A copy of the specified floor plan was given to Dan Hill of Dan Hill Construction.
- 5 Questions arose concerning the location of the site in relation to the Flood Levels. It is my understanding that the location is not within the 100 year flood plane as designated by Panel 0130D of the McDowell County Flood Insurance Rate Map. Therefore flood proofing of the residence other than measures indicated in the plan are not necessary. Should the McDowell County Redevelopment Authority require additional measures such as flood doors on the foundation wall, raising of the foundation wall above 7 courses above the footer, or other measures not indicated in the project manual, a change of conditions will exist.
- 6 A site visit was held after the meeting in the Superintendents Office and each contractor had an opportunity to view the site and ask questions.
- 7 It was agreed that if the DOH would not grant a permit for the driveway, the plan can be reversed to provide additional sight distance at the driveway. The contractor will be responsible for obtaining the driveway permit if one is necessary.
- 8 The DNR will make application for temporary electrical service on a properly installed temporary electrical service pole to be installed by the contractor.

Bradley S. Leslie, PE

CC: Steve DeBarr
Bob Beanblossom
Beverly Carte
John Abbot
Sam Cowell

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 Obligee, in the penal sum of Ten Thousand one Hundred (\$ 10,100.00) 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
Construction Services for the Superintendents Residence at Panther
State Forest, Panther, WV

NOW THEREFORE,

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

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

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

Principal Corporate Seal

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

Surety Corporate Seal

Colonial Surety Co
(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. Raised corporate seals
must be affixed, a power of attorney must be attached.**

State of West Virginia

County of Wayne

AND NOW, this 9th day of November, 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.

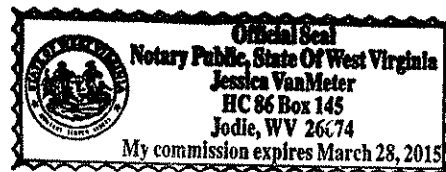
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Notary Public in and for the

County of Wayne
State of West Virginia

Jessica VanMeter
NOTARY PUBLIC



Colonial Surety Company

Administrative Office
50 Chestnut Ridge Road
Montvale, NJ 07645

CONSENT OF SURETY

Div. of Natural Resources
Capitol Complex, Bldg. 3, Room 630
Charleston, WV 25305

RE: **Construction Services for the Superintendent's Residence at Panther State Forest.**

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 9th day of November 2006.

COLONIAL SURETY COMPANY

BY: Anthony J. Cimasko
Anthony J. Cimasko (Attorney-in-Fact)

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 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 the State of New Jersey 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

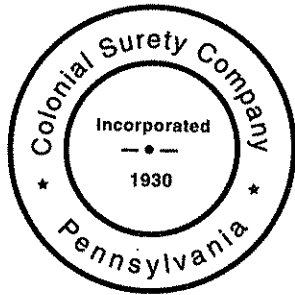
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment 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 the 8th day of September, A.D., 2006.

State of New Jersey
County of Bergen
} SS.:



COLONIAL SURETY COMPANY

By Wayne Nunziata, President

On this 8th day of September, in the year 2006, before me Theresa Simmons, 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.



THERESA SIMMONS
A Notary Public of New Jersey
My Commission Expires September 2, 2010

Theresa Simmons, 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 9th day of November, 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(s) and details of the bond to which the power is attached.

Frederick S. Gallo, Secretary

COLONIAL SURETY COMPANY
Duncannon, Pennsylvania
- Inc 1930 -

FINANCIAL STATEMENT—DECEMBER 31, 2005

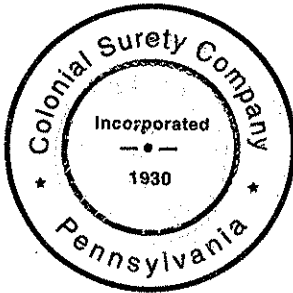
ASSETS	LIABILITIES & SURPLUS
*Stocks and Bonds \$ 12,255,229	Reserve for Unearned Premiums. \$3,684,180
Cash in Office & Banks 1,082,697	Claim Reserves 4,718,200
Accrued Interest & Dividends 147,974	Other Liabilities 878,698
Premiums & Agents Balances Receivable 1,308,990	Collateral Held 612,796
Other Assets 1,306,921	Capital Stock 1,500,000
.....	Surplus 4,707,937
Total Admitted Assets 16,101,811	Total Liabilities & Surplus 16,101,811

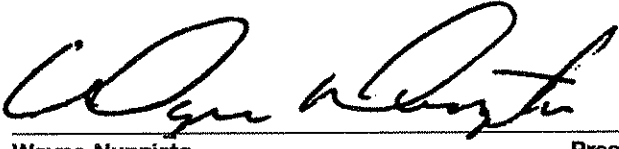
*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY ss.:
COUNTY OF BERGEN

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2005.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 15th day of February, 2006.





Wayne Nunziata President



Julia E. Saunders Notary Public

Julia E. Saunders
A Notary Public of New Jersey
My Commission Expires August 5, 2010

FROM :

FAX NO. :

Jan. 27 2005 11:37AM P2
Reference Number: UC-1-00

Preliminary Price Estimate

Excel Homes - Ghent
527 Odd Road, P.O. Box 507
Ghent, WV 25843-0507

Builder: Danhill Const. Co
Contact: Dan Hill
Address: P.o. Box 685
Gauley Bridge, WV 25085
Phone: (304) 632-1600
Fax: (304) 632-1501

Price Book: Ghent Classic - 2006
Base Model: CRESTWOOD 2
Style: Ranch
Foundation: Crawlspace

Customer:
Site Address: , WV
County: McDowell County

Reference Num: dc-1-06
Last Changed: 11/07/2006 9:41 am
Changed By: George Wood
Version:

Sales Representative: George Wood

Telephone # 866-876-3788

This preliminary price is an estimate only, based on approximate dimensions and specifications. It is provided for budgetary purposes only.

Base Price: \$48,035.00
Options: \$1,708.98

Base & Option Sub-Total: \$49,743.98

Use Tax: (60% of 6%) \$1,880.78
Sales Tax: (6%) \$0.00

Freight Charge: \$2,500.00
Fuel Surcharge: \$0.00
Freight Tax: (6% of 0%) \$0.00
Tolls, Escorts, Other: \$0.00

Eng., Labels, 3rd Party Fees: \$0.00
Other Adjustments: \$2,500.00
Set Fee: \$1,000.00

Order Total: \$57,624.76

Deposit: \$0.00

Total Due on Delivery: \$57,624.76

Order Notes -

Preliminary Price Estimate

Module Details		Len	Wid	Hgt	Flr	Joist	O.C.	Com Wall	Roof Type	Pitch	Len	Wid	O.C.
Mod	ModType												
A	STANDARD	48'-0"	13'-9"	8'	1	2x10	16"	48'-0"	1st Roof: Std Truss	5	48'-0"	13'-9"	24"
B	STANDARD	48'-0"	13'-9"	8'	1	2x10	16"	48'-0"	1st Roof: Std Truss	5	48'-0"	13'-9"	24"
Module Shell Items											\$ 12,469.50		
All Miscellaneous Module Charges													
Floor													
Framing	2X10 - 13'9" - 16" OC								96 @	\$31.20 per LF - Module		\$ 2,995.20	
Sub-Floor	3/4" OSB								1,320 @	\$1.20 per SQFT - House		\$ 1,584.00	
Insulation	Install R-19 Floor Insulation								1,344 @	\$0.44 per SQFT - Product		\$ 591.36	
Exterior Walls													
Framing	2x4 - 16" OC w/ R-13 Insulation								151 @	\$15.60 per LF - Ext Wall		\$ 2,355.60	
Sheathing - Wall	7/16" OSB								151 @	\$7.05 per LF - Ext Wall		\$ 1,064.55	
Siding	American Dream								151 @	\$8.70 per LF - Ext. Siding		\$ 1,313.70	
<i>Install Cedar on Site</i>													
Roof/Ceilings													
Insulation - Ceiling	R-30								1,320 @	\$0.94 per SQFT - Roof Module		\$ 1,240.80	
Roof Construction	5/12 Std Truss 13'9" Wide 24 in. OC								96 @	\$35.40 per LF - Roof Section		\$ 3,398.40	
Sheathing - Roof	1/2" OSB								1,430 @	\$0.68 per SQFT - Roof		\$ 972.40	
Shingles	Tamko Heritage 30 YR Arch								1,430 @	\$0.78 per SQFT - Roof		\$ 1,115.40	
Overhangs - Eave	10"								112 @	\$0.00 per EA		\$ 0.00	
Overhangs - Gable End	1 1/2"								4 @	\$0.00 per Module Ends		\$ 0.00	
Interior Walls													
Framing	2x4 24" OC								1 @	\$0.00		\$ 0.00	
Mate Walls													
Framing	Std Mate (Specs per Floor Plan)								48 @	\$35.40 per LF - Mate Wall		\$ 1,699.20	
Cased Openings	Cased Mate Opening up to 4'								1 @	\$130 per EA		\$ 130.00	
Cased Openings	Cased Mate Opening from 4'+ to 6'								1 @	\$110 per EA		\$ 110.00	
Cased Openings	Cased Mate Opening from 6'+ to 10'								1 @	\$156 per EA		\$ 156.00	
Exterior Trim													
Soffit/Fascia	White Vented								1 @	\$0.00		\$ 0.00	
Exterior Doors													
Entry - Therma Tru Smooth Star	Smooth Star (S206) Clear Insulated						Rear Door		1 @	\$425 per EA		\$ 425.00	
Entry - Therma Tru Smooth Star	Smooth Star (S210) 6-Panel						Front Door		1 @	\$385 per EA		\$ 385.00	
Misc - Miscellaneous	Exterior Locksets								1 @	\$0.00		\$ 0.00	
Windows													
24210 (#1) - SH	MW Cls Vin, SH, TVBSH 24210M LE								1 @	\$219 per EA		\$ 219.00	
24210 (#1) - SH Temp	MW Cls Vin, Temp, SH, TVBSH 24210M LE								1 @	\$271 per EA		\$ 271.00	
3046 (#3) - SH	MW Cls Vin, SH, TVBSH 3046M LE								9 @	\$276 per EA		\$ 2,484.00	
Interior Trim													
Casing	Std Casing 2 1/4"								1 @	\$0.00		\$ 0.00	
Base Molding	Std Base 3 1/2"								1 @	\$0.00		\$ 0.00	
Crown	4 5/8" Std Prefinished Crown Molding								96 @	\$9.95 per LF - Module		\$ 955.20	
Interior Doors													
Passage	6-Panel HC White Textured Masonite Passage 1/6 - 3/0								9 @	\$172 per EA		\$ 1,548.00	
Bypass 4/0 - 6/0	6-Panel HC White Textured Masonite Bypass 4/0 - 6/0								5 @	\$208 per EA		\$ 1,040.00	
Locksets	Interior Locksets								1 @	\$0.00		\$ 0.00	
Floor Covering													
Carpet	25 oz Parliment Carpet				Bedroom 1				1 @	\$0.00		\$ 0.00	
Carpet	25 oz Parliment Carpet				Bedroom 2				1 @	\$0.00		\$ 0.00	
Carpet	25 oz Parliment Carpet				Bedroom 3				1 @	\$0.00		\$ 0.00	
Carpet	25 oz Parliment Carpet				Dining Room				1 @	\$0.00		\$ 0.00	
Carpet	25 oz Parliment Carpet (Hall)				Hall 1st Floor				1 @	\$0.00		\$ 0.00	
Vinyl	Vinyl Flooring				Bathroom 1				1 @	\$0.00		\$ 0.00	
Vinyl	Vinyl Flooring				Bathroom 2				1 @	\$0.00		\$ 0.00	

Preliminary Price Estimate

Floor Covering						
Vinyl	Vinyl Flooring	Foyer	1 @	\$0.00		\$ 0.00
Laminate	Kahrs 5/8" Hardwood Flooring Cat 1	Kitchen	195 @	\$8.00 per SQFT - Product		\$ 1,560.00
Laminate	Kahrs 5/8" Hardwood Flooring Cat 1	Living Room	289 @	\$8.00 per SQFT - Product		\$ 2,312.00
Cabinets						
Base PLF - Merillat	Base - Pemberton II	Kitchen	11.50 @	\$114 per LF		\$ 1,311.00
Essentials						
Wall 30" PLF - Merillat	Wall 30" - Pemberton II	Kitchen	13.75 @	\$72.50 per LF		\$ 996.88
Essentials						
Molding - Merillat	Crown Molding to Match Cabs	Kitchen	1 @	\$0.00		\$ 0.00
Counter/Bar Tops						
Self Edge Countertop	Self-Edge Countertop incl in Base Cab Price	Kitchen	1 @	\$0.00		\$ 0.00
Kitchen Sinks						
Stainless Steel	8" Deep Dbl Bowl Stainless Steel Sink	Kitchen	1 @	\$265 per EA		\$ 265.00
Appliances						
Hookups	Gas Range Hookup	Kitchen	1 @	\$0.00 per EA		\$ 0.00
Range Hoods	30" Vented White Range Hood	Kitchen	1 @	\$140 per EA		\$ 140.00
Mechanical - Plumbing						
Plumbing Type	Pex Plumbing Std		1 @	\$0.00		\$ 0.00
Hot Water Heater	50 Gallon Hot Water Heater Incl Pan Installed		1 @	\$405 per EA	Gas	\$ 405.00
Mechanical - HVAC						
EBB	Electric Baseboard Heat		1 @	\$0.00	Gas HVAC + Air Con.	\$ 0.00
Electrical						
Exterior	Door Chimes		1 @	\$46.30 per EA		\$ 46.30
Exterior	Ext GFCI Receptacle		2 @	\$65.00 per EA		\$ 130.00
Interior	Phone Jack	Per Plan	1 @	\$32.50 per EA		\$ 32.50
Interior	True 40 Space Panel Box		1 @	\$0.00 per EA		\$ 0.00
Interior	TV Jack (RG6U)	Per Plan	1 @	\$38.00 per EA		\$ 38.00
Exterior Lights	P5607-xx Std Exterior Wall Hung Light		2 @	\$51.50 per EA		\$ 103.00
Interior Lights	Interior Light Fixtures		1 @	\$0.00		\$ 0.00
Interior Lights	Recessed Light		7 @	\$66.00 per EA		\$ 462.00
Bathroom 1						
Bath Fixtures - Toilets	Std Elongated Toilet	Bathroom 1	1 @	\$167 per EA		\$ 167.00
Bath Fixtures - Aker Std	Aker GB-60 Tub/Shower, Std Colors	Bathroom 1	1 @	\$676 per EA		\$ 676.00
Tubs/Garden Tubs						
Bath Cabs - Merillat	VBTD42 - Pemberton II	Bathroom 1	1 @	\$250 per EA		\$ 250.00
Essentials - Vanity Base Top						
Drawer (VBTD) 42						
Vanity Tops - 43	Marble Top Swirl/Solid 43" Center Bowl w/ Faucet	Bathroom 1	1 @	\$276 per EA		\$ 276.00
Bath Other - Electrical	Bath Electrical Package	Bathroom 1	1 @	\$296 per EA		\$ 296.00
Package						
Bath Other - Med Cab	Light Bar for Std Med Cab, P3288-xx	Bathroom 1	1 @	\$84.00 per EA		\$ 84.00
Bath Other - Med Cab	Std. Med Cab, Recessed Bev Edge	Bathroom 1	1 @	\$49.00 per EA		\$ 49.00
Bathroom 2						
Bath Fixtures - Toilets	Std Elongated Toilet	Bathroom 2	1 @	\$167 per EA		\$ 167.00
Bath Fixtures - Aker Std	Aker GB-60 Tub/Shower, Std Colors	Bathroom 2	1 @	\$676 per EA		\$ 676.00
Tubs/Garden Tubs						
Bath Cabs - Merillat	VB24 - Pemberton II	Bathroom 2	1 @	\$125 per EA		\$ 125.00
Essentials - Vanity Bowl						
(VB) 24						
Vanity Tops - 25	Marble Top Swirl/Solid 25" Center Bowl w/ Faucet	Bathroom 2	1 @	\$224 per EA		\$ 224.00
Bath Other - Electrical	Bath Electrical Package	Bathroom 2	1 @	\$296 per EA		\$ 296.00
Package						
Bath Other - Med Cab	Light Bar for Std Med Cab, P3288-xx	Bathroom 2	1 @	\$84.00 per EA		\$ 84.00
Bath Other - Med Cab	Std. Med Cab, Recessed Bev Edge	Bathroom 2	1 @	\$49.00 per EA		\$ 49.00
Fees, Labels, etc.						
Material Surcharge	Material Surcharge Oct-2006		96 @	\$0.00 per LF - All Modules		\$ 0.00
Adjustments						
Charge	Set Fee					\$1,000.00

FROM :

FAX NO. :

Jan. 27 2005 11:38AM P5

Preliminary Price Estimate

Charge	2006 Price Adjustment		\$2,500.00
Freight Charge	McDowell County, up to 13'9" Wide	2 @ 139	\$2,500.00
Freight Charge	Fuel Surcharge		\$0.00



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

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/10/2006				

BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		\$176,000.00
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DEPARTMENT OF NATURAL RESOURCES TO PROVIDE INSTALLATION AND/OR CONSTRUCTION SERVICES FOR THE SUPERINTENDENT'S RESIDENCE AT PANTHER STATE FOREST.</p> <p>MANDATORY ON-SITE PRE-BID: OCTOBER 24, 2006; 1:00 PM FAILURE TO ATTEND THE PRE-BID MEETING WILL AUTOMATICALLY DISQUALIFY A BIDDER FROM RECEIVING AN AWARD.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> SPECIFICATIONS AFFIDAVIT <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

Bid with Excel Homes Ghent, W. Va

SIGNATURE <i>Robert D. Hill</i>		TELEPHONE 304-632-1600	DATE 11/08/06
TITLE President	FEN 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 \$125.00 registration fee.
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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

SIGNED BID TO:

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



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:
DNR80053

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

SHIP TO

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED: 10/10/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/09/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <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>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 11/08/06
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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



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:
DNR80053

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUPPLIER

**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

SHIP TO

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED 10/10/2006	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>304-632-1600</i>	DATE <i>11/8/06</i>
TITLE <i>President</i>	FERN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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DNR80053

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

RFQ COPY
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VENDOR

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV 25305
 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/10/2006				

BID OPENING DATE: 11/09/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert D. Hill</i>	304-622-1600	11/08/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0648251	

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



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
DNR80053

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

RFQ COPY

TYPE NAME/ADDRESS HERE

**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

SHIP TO

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/10/2006				

BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>Robert D. Hill</i>.....SIGNATURE <i>Danhill Construction Company</i>.....COMPANY <i>11/08/06</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <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 BE 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:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	<i>304-632-1600</i>	<i>11/8/06</i>
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>55-0648251</i>		

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



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

Request for Quotation

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

RFQ COPY
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**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/10/2006				

BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>Danhill Construction Company...</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV001196</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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 EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	<i>304-632-1600</i>	<i>11/8/06</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	<i>53-0648257</i>	

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



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

Request for Quotation

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DNR80053

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

RODNEY

RFQ COPY
 TYPE NAME/ADDRESS HERE

**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

SHIP TO

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED: 10/10/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/09/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: RON PRICE----- REQ. NO.: DNR80053----- BID OPENING DATE: 11/9/2006----- BID OPENING TIME: 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-632-1501</u> ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Robert D. Hill</u> -----					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>304-632-1600</i>	DATE <i>11/08/06</i>
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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:
DNR80053

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

**Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085**

**DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397**

DATE PRINTED: 10/10/2006	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 11/09/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR80053 ***** TOTAL:						\$176,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 11/08/06
TITLE President	FEIN 55-0648261	ADDRESS CHANGES TO BE NOTED ABOVE

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

DNR80053 – SPECIFICATIONS

Plans and specifications may be obtained by contacting:

Bradley S. Leslie, P.E.
WV Division of Natural Resources
Parks & Recreation Section
Capitol Complex, Bldg. 3, Room 723
Charleston, WV 25305
Telephone: (304) 558-2764

Request for quotations may be obtained by contacting:

Finance and Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: (304) 558-2544

A deposit is not required for bidding documents.

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.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 90 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.

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.

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.

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 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.

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.

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.

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 exceeds 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Danhill Construction Company
 Authorized Signature: Robert D. Hill Date: 11/08/06