



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information


[Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 262619

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0310

Vendor ID: 000000205174 

SO Doc ID: DNR1700000025

Legal Name: DANHILL CONSTRUCTION COMPANY


Published Date: 12/20/16

Alias/DBA:

Close Date: 1/5/17

Total Bid: \$322,200.00

Close Time: 13:30

Response Date: 01/05/2017 

Status: Closed

Response Time: 11:35

Solicitation Description: Addendum No.03,Twin Falls-Repairs to Floor,Retaining Wall

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 262619

Solicitation Description : Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-01-05 13:30:00	SR 0310 ESR01051700000003082	1

VENDOR
000000205174 DANHILL CONSTRUCTION COMPANY

Solicitation Number: CRFQ 0310 DNR1700000025

Total Bid : \$322,200.00 **Response Date:** 2017-01-05 **Response Time:** 11:35:07

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Bid				\$320,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description : Base Bid consists of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Unit Price for additional concrete work if necessary	10.00000	SF	\$120.000000	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description : To provide a unit price per the removal of one (1) square feet of damaged concrete topping material down to the concrete plank below and the installation of one (1) square feet of new concrete topping material with 6x6 - Wire Gauge 2.0 x Wire Gauge 2.0 Welded Wire Fabric in the same area and to a depth matching the surrounding topping material to remain. Bid Scenario based upon replacement of 10 sq.ft.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Alternate No. 01				\$1,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description : Additive Alternate No. 01 Project Manual Section 012300-1 - Contractor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc., or an approved equal, in lieu of installing new quarry tile and cove base in the designated kitchen area Contractor shall provide transition strips between new floor finish and all adjacent product information.



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 262619

Doc Description: Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-20	2017-01-05 13:30:00	CRFQ 0310 DNR1700000025	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 304-632-1600

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Robert O. Kelly*

FEIN # 55-0648251

DATE 01/05/2017

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No.03 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a contract for the repairs to floor, beams, and retaining wall at Twin Falls State Park Lodge located at Mullens, West Virginia, per the attached specifications and terms and conditions as attached to the solicitation.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Bid				\$320,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :
Base Bid consists of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Unit Price for additional concrete work if necessary	10.00000	SF	\$120.00	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :
To provide a unit price per the removal of one (1) square feet of damaged concrete topping material down to the concrete plank below and the installation of one (1) square feet of new concrete topping material with 6x6 - Wire Gauge 2.0 x Wire Gauge 2.0 Welded Wire Fabric in the same area and to a depth matching the surrounding topping material to remain. Bid Scenario based upon replacement of 10 sq.ft.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate No. 01				\$1,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Additive Alternate No. 01 Project Manual Section 012300-1 - Contractor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc., or an approved equal, in lieu of installing new quarry tile and cove base in the designated kitchen area Contractor shall provide transition strips between new floor finish and all adjacent product information.

DNR1700000025	Document Phase Final	Document Description Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A - PRICING PAGE
Twin Falls Repairs to Floor, Beams and Retaining Wall

Name of Vendor:

Danhill Construction Company

Address of Vendor:

PO Box 685
Gauley Bridge, WV 25085

Phone Number of Vendor:

304-632-1600

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

Base Bid

The Base Bid shall consist of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents. The total of all items shall be summarized as the **Total Base Bid** in the space indicated below.

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

\$320,000.00

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

Three Hundred Twenty Thousand Dollars

EXHIBIT A – PRICING PAGE
Twin Falls Repairs to Floor, Beams and Retaining Wall

Unit Price

Provide a unit price per the removal of 1 square feet of damaged concrete topping material, down to the concrete plank below and the installation of 1 square feet of new concrete topping material with 6x6 – W2.0 x W2.0 WWF in the same area and to a depth matching the surrounding topping material to remain. (Bid Scenario Unit Price Price per Sq. ft. multiplied by Estimated Quantity Equals Extended Cost).

Unit Price:

Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
2	Removal of the damaged concrete topping material, down to the concrete plank below and the installation of new concrete topping material with 6x6 – W2.0 x W2.0 WWF in the same area and to a depth matching the surrounding topping material to remain.	per Sq. Ft.	\$120.00	10	\$1,200.00

Unit Price shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates. In the event of a difference between the written bid amount and the number bid amount, the written amount shall govern. Line item two is for additional removal of damaged concrete topping materials and installation of new materials per specifications for any unforeseen damage beyond the original scope of this solicitation. This will be addressed by change order issued by the West Virginia Division of Purchasing.

The bid will be evaluated on the cost of the base bid plus the cost of 10 square feet for removing the damaged concrete topping material and installation of new concrete topping material, however, **the contract will be awarded on base bid only.**

Definition: W indicates Wire Gauge and WWF indicates Welded Wire Fabric.

TOTAL BID AMOUNT: \$321,200.00

(Total Base Bid (plus) Unit Price Extended Cost Amount)

Alternate#1: Seamless Trowel Applied Flooring in lieu of Quarry Tile.

The following Alternate Bid Items are not to be included in the Base Bid. If the Alternate is selected by the Owner, the work described in the Alternate shall be added to the Contract and the amount indicated for the Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount. Vendor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc. or equal, in lieu of installing new quarry tile and cove base in the designated kitchen area. Contractor shall provide transition strips between new floor finish and all adjacent floor finishes. See Appendix – A, at back of project manual for additional product information.

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

\$1,000.00

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

One Thousand Dollars

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
Woodcliff Lake, New Jersey, a corporation organized and existing under the laws of the State of NJ
with its principal office in the City of Woodcliff Lake, as Surety, are held and firmly bound unto the State of West Virginia, as
Obligee, in the penal sum of 5 % Of Bid Amount (\$ 5%) 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
Repairs to floor, beams and retaining wall at Twin Falls State Parks Lodge

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
5th day of January, 20 17.

Principal Corporate Seal

Surety Corporate Seal

Danhill Construction Company
(Name of Principal)
By Robert D. Hill *Robert D. Hill*
(Must be President or
Vice President)
President
(Title)
Colonial Surety company
(Name of Surety)
Roberta Bird *Roberta Bird*
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.**

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

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 Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Roberta Bird of Gauley Bridge, WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Bid Bonds and Consent of Surety Only

and to bind the Company thereby as fully and to the same extent as if such bids 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, bid bonds and consent of surety only, 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., 2015.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By Wayne Nunziata
Wayne Nunziata, President

On this 8th day of September, in the year 2015, before me
Theresa Spinelli, 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 Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2020

Theresa Spinelli
Theresa Spinelli 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 Woodcliff Lake, New Jersey this 5th day of January, 20 17.

Original printed with Blue and/or Black ink.
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.

Audie B. Murphy
Audie B. Murphy, Secretary



State of West Virginia

County of Fayette

AND NOW, this 5th day of January, in the calendar year of 2017, 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, **Roberta Bird, attorney-in-fact 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 4-17-2024

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Taylor
NOTARY PUBLIC



Colonial Surety Company
Duncannon, Pennsylvania
-Inc 1930-

Balance Sheet as at December 31, 2015

Cash & Invested Assets:	
Cash.....	\$4,470,983
Short Term Investments.....	1,187,346
Bonds*.....	43,248,392
Common Stocks*.....	37,695
Accrued Investment Income..	386,593
Receivables for Securities.....	<u>1,323</u>
.....	
Total Cash & Invested Assets..	\$49,332,332

Liabilities:	
Outstanding Losses and Loss Expenses...	\$12,427,807
Unearned Premiums.....	7,703,352
Funds Held.....	513,329
Reinsurance Payable.....	724,695
Accrued Expenses.....	422,470
Income Taxes Payable.....	723,455
Provision for Reinsurance.....	<u>19,338</u>
Total Liabilities.....	\$22,534,446

Other Assets:	
Premiums Receivable.....	\$1,651,878
Funds Held – Collateral.....	513,329
Reinsurance Recoverable.....	1,779,356
Net Deferred Tax Assets.....	665,603
Miscellaneous Assets.....	<u>213,685</u>
Total Admitted Assets.....	\$54,156,183

Capital & Surplus:	
Common Capital Stock.....	\$3,000,000
Additional Paid in Capital.....	1,000,000
Unassigned Surplus.....	<u>27,621,737</u>
Total Capital & Surplus.....	<u>31,621,737</u>
Total Liabilities, Capital & Surplus.....	\$54,156,183

*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, 2015.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 30th day of March, 2016.



Wayne Nunziata

 Wayne Nunziata President

Theresa Spinelli

 Theresa Spinelli Notary Public

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2020



REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert D. Hill

Telephone Number: 304-632-1600

Fax Number: 304-632-1501

Email Address: rdanhill@hotmail.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

 Danhill Construction Company

Company

Robert E. Hill

Authorized Signature

 January 5, 2017

Date

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

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

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(Check the box next to each addendum received)

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

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Danhill Construction Company

Company



Authorized Signature

January 5, 2017

Date

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Danhill Construction Company
 Contractor's License No. WV - 001196

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Danhill Construction Company; and,
2. I do hereby attest that Danhill Construction Company

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Robert D. Hill
Signature: Robert D. Hill
Title: President
Company Name: Danhill Construction Company
Date: January 5, 2017

Taken, subscribed and sworn to before me this 5 day of January, 2017.

By Commission expires April 17, 2024

(Seal)



Jessica Taylor (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: January 5, 2017

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 5 day of January, 2017.

My Commission expires April 17, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

Jessica Taylor

Purchasing Affidavit (Revised 08/01/2015)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001196

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

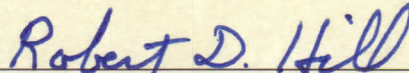
DANHILL CONSTRUCTION COMPANY
DBA DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

Date Issued

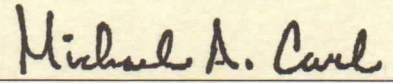
Expiration Date

AUGUST 06, 2016

AUGUST 06, 2017



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	CONTACT NAME:		
	PHONE (A/C, No, Ext):	304 346-0806	FAX (A/C, No): 8887513002
INSURED Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Westfield Insurance Company	24112
	INSURER B :	Brickstreet Mutual Insurance Co	12372
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	TRA0548113	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	TRA0548113	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	TRA0548113	07/01/2016	07/01/2017	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCB1008781	09/20/2015	09/20/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Builders Risk Special Form			TRA0548113 \$5000 Ded \$500,000 Temp	07/01/2016	07/01/2017	5,000,000 Any one Loc 10,000,000 CAT Limit 500,000 In Transit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Robert Hill, President

Rebecca Hill, Secretary/Treasurer

Broad Form Employers Liability Form# WC990304 Edt Date: 01/01/06

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James B. Stanley

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation Form# WC000313 Edt Date: 04/01/84

Evidence of Coverage