

The following documentation is an electronicallysubmitted 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.

WOAS	IS	Jump to: PRCUID 🟦 Go 😚 Home 🌽 Personalize 👔 Ac	cessibility 🔽 App Help 🏾 🚫 About 🙋
Welcome, Lu Anne Cottrill		Procurement Budgeting Accounts Receivable Accounts Payable	
Solicitation Response(SR) Dept: 060	03 ID: ESR05161700000005594 Ver.: 1 Function: New	Phase: Final Modified by batch , 05/16/2017	
Header () 3			8
			E List View
General Information Contact	Default Values Discount Document Information		
Procurement Folder:	318619	SO Doc Code: CRFQ	
Procurement Type:	Central Purchase Order	SO Dept: 0603	
Vendor ID:	000000205174	SO Doc ID: ADJ1700000016	
Legal Name:	DANHILL CONSTRUCTION COMPANY	Published Date: 5/9/17	
Alias/DBA:		Close Date: 5/16/17	
Total Bid:	\$85,585.00	Close Time: 13:30	
Response Date:	05/16/2017	Status: Closed	
Response Time:	9.52		0
		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 : 318619 Solicitation Description : Addendum 1-Hunter House- Flooring Replacement-Renovation Proc Type : Central Purchase Order						
Date issued	Solicitation Closes	Solicita	Solicitation Response Version			
	2017-05-16 13:30:00	SR	0603 ESR05161700000005594	1		

VENDOR

000000205174

DANHILL CONSTRUCTION COMPANY

Solicitation Nu	umber:	CRFQ	0603	ADJ1700000016			
Total Bid :	\$85,585	5.00		Response Date:	2017-05-16	Response Time:	09:52:22

Comments:

FOR INFORMATION CONTACT THE BUYER			
Jessica S Chambers			
(304) 558-0246 jessica.s.chambers@wv.gov			
Signature on File	FEIN #	DATE	
All offere and boat to all terms and a sublition of a			

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	Remove and Replace Flooring and Subflooring				\$36,105.00
Comm Code	Manufacturer	Specification		Model #	
72000000					
Extended De	scription : Remove and Replace Floo	pring and Subflo	oring, AREA 1	in the Hunter H	House

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Remove and Replace Flooring-Construct New Offices				\$49,480.00
Comm Code	Manufacturer	Specification		Model #	
72000000					
Extended Des	scription : Remove and Replace flo	oring and subfloor	ring in AREA 2	2, plus construct	t two new offices in the renovated area.



Proc Folder: 318619

Doc Description: Addendum 1-Hunter House- Flooring Replacement-Renovation

Proc Type: Central Purchase Order					
Date Issued	Solicitation Closes	Solicitation No	Version		
2017-05-09	2017-05-16 13:30:00	CRFQ 0603 ADJ1700000016	2		

BID RECEIVING LOCATION	a start of		
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			
Jessica S Chambers			
(304) 558-0246			
jessica.s.chambers@wv.gov			
2			
Signature X Roht D. Hell	FEIN # 55-0648251	date 5/16/2017	
All offers subject to all terms and conditions contained	in this solicitation		
Signature X Roht D. Huy All offers subject to all terms and conditions contained		date 5/16/2017	

ADDITIONAL INFORMAITON:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Army National Guard, Construction and Facilities Management Office, to establish a contract for the following: Provide all labor, materials, expendable supplies and equipment necessary to remove all water damaged flooring/subflooring and to replace with a new wood laminate floating floor, in addition construct two new offices in the renovated area per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO		
DIVISION ENGINEERING & FACILITIES		DIVISION ENGINEERIN	IG & FACILITIES	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	ADJUTANT GENERALS OFFICE 1707 COONSKIN DR			
CHARLESTON WV253	11	CHARLESTON	WV 2	25311
Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 Remove and Replace Flooring an Subflooring	nd			36,105.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Extended Description :

Remove and Replace Flooring and Subflooring, AREA 1 in the Hunter House

INVOICE TO		SHIP TO				
DIVISION ENGINEERING &	FACILITIES	DIVISION ENGINEERING 8	& FACILITIES			
ADJUTANT GENERALS OF	FICE	ADJUTANT GENERALS OF	FICE			
1707 COONSKIN DR		1707 COONSKIN DR	1707 COONSKIN DR			
CHARLESTON	WV 25311	CHARLESTON	WV 25311			
US		US				
Comm La Daga	Otri	Linit issue	Unit Price Total Price			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Remove and Replace Flooring-Construct New Offices				49,480.00
Comm Code	Manufacturer	Specificatio	n	Model #	

72000000

Extended Description :

Remove and Replace flooring and subflooring in AREA 2, plus construct two new offices in the renovated area.

	Document Phase	Document Description	Page 3
ADJ170000016	Final	Addendum 1-Hunter House- Flooring	of 3
		Replacement-Renovation	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A Price Sheet

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE EXISTING WATER DAMAGED FLOORING/SUBFLOORING AND TO REPLACE WITH NEW FLOORING, PLUS CONSTRUCT TWO NEW OFFICES AT:

> HUNTER HOUSE FACILITY COONSKIN COMPLEX 1746 COONSKIN DRIVE, CHARLESTON, WV 25311

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Danhill Construction Company

VENDOR ADDRESS: PO Box 685, Gauley Bridge, WV 25085

TELEPHONE: 304-632-1600

FAX NUMBER: 304-632-1501

E-MAIL ADDRESS: justin dozier@yahoo.com or rdanhill@hotmail.com

CONTRACT BID AMOUNT: SUB-TOTAL AREA 1: REMOVAL AND REPLACEMENT OF FLOORING AND SUBFLOORING at the HUNTER HOUSE FACILITY.

Thirty Six Thousand One Hundred Five Dollars

(\$ 36,105.00

(Contract bid to be written in words and numbers.)

CONTRACT BID AMOUNT: SUB-TOTAL AREA 2: REMOVAL AND REPLACEMENT OF FLOORING AND SUBFLOORING, ADD NEW OFFICES at the HUNTER HOUSE FACILITY.

Forty Nine Thousand Four Hundred Eighty Dollars

(\$ 49,480.00

(Contract bid to be written in words and numbers.)

CONTRACT TOTAL BID AMOUNT: TOTAL COST: Area 1 plus Area 2.

Eighty Five Thousand Five Hundred Eighty Five Dollars

(\$ 85,585.0	00		
	(Contract bid to be written in words an	nd numbers.))
Failure to use SIGNATURE:	this bid form may result in bid disqualification.	DATE:	5/16/2017
NAME:	Robert D. Hill (Please Print)		
TITLE:	President		2

Agency <u>ADJ</u> REQ P.O # 1700000016

BID BOND

	KNOW ALL MEN BY	THESE PRESENTS, That we, th	he undersigned	d, Dan	hill Construction Company	
of	Gauley Bridge	, West Virginia	, as	Principal, and	Colonial Surety Co.	of
	Woodcliff Lake	New Jersey, a corpo	oration organize	ed and existing u	nder the laws of the State of _	NJ
with its	principal office in the Ci	ty of <u>Woodcliff Lake</u> , as Sure	ety, are held ar	nd firmly bound u	nto the State of West Virginia,	as
Oblige	e, in the penal sum of	5 % Of Bid Amount	(\$5%) for the pay	ment of which, well and truly to	be made,
we ioir	tly and severally bind ou	ırselves, our heirs, administrator	rs, executors, s	successors and a	ssigns.	

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 <u>Removal and Replacement of water damaged floor and construction of 2 new offices</u>

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

16th day of <u>May</u>, 20<u>17</u>.

Principal Corporate Seal

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

President

(Title)

Colonial Surety company (Name of Surety)

Roberta B

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.

Surety Corporate Seal

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 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 I. 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, Color and its corporate seal to be hereto	nial Surety Company has caused the affixed the <u>8th</u> day of	se presents to be signed by its <u>President</u> , A.D., 2015.
State of New Jersey County of Bergen	Sonial Surety Cong Sonial Surety Cong Incorporated 1930 ★ Sonnsylvania	By Wayne Nunziata, President
On this 8th	day of <u>Septembe</u> Theresa Spinelli	er, in the year 2015, before me , a notary public, personally appeared
	Wayne Nunziata	, personally known to me to be the person who
executed the within instrument	P 11 1	, on behalf of the corporation therein named and

acknowledged to me that the corporation executed it.

These	Notary Public	THERESA SPINELLI A Notary Public of New Jersey	Aprice Spicelli			
4	Public	My Commission Expires September 9, 2020	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 , 20 17 May

day of

President

0

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.

Form S-100-101 (Rev 09/15)

Audie B. Murphy, Secr

16th

State of WV	_
County of Fayetse	

AND NOW, this 16th day of May , 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 , an insurance company duly organized and existing under **Colonial Surety Company** 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 WV	
My Commission Expires on	4-17-2024

Notary Public in and for the

County of State of

NOT RY PUBLIC OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission Expires April 17, 2024 ALIM HILIMAN AND A STATE

Colonial Surety Company Duncannon, Pennsylvania -Inc 1930-

Balance Sheet as at December 31, 2015

Cash & Invested Assets:		Liabilities:	
Cash	\$4,470,983	Outstanding Losses and Loss Expenses	.\$12,427,807
Short Term Investments	1,187,346	Unearned Premiums	7,703,352
Bonds*	43,248,392	Funds Held	513,329
Common Stocks*	37,695	Reinsurance Payable	724,695
Accrued Investment Income	386,593	Accrued Expenses	422,470
Receivables for Securities	180	Income Taxes Payable	723,455
		Provision for Reinsurance	19,338
Total Cash & Invested Assets	\$49,332,332	Total Liabilities	\$22,534,446
Other Assets:		Capital & Surplus:	
Premiums Receivable	\$1,651,878	Common Capital Stock	\$3,000,000
Funds Held – Collateral	513,329	Additional Paid in Capital	1,000,000
Reinsurance Recoverable	1,779,356	Unassigned Surplus	27,621,737
Net Deferred Tax Assets	665,603		
Miscellaneous Assets	213,685	Total Capital & Surplus	31,621,737
Total Admitted Assets	\$54,156,183	Total Liabilities, Capital & Surplus	\$ <u>54,156,183</u>

*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 herby 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.



agun hant

Wayne Nunziata

President

Theresa Spinelli

Notary Public

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

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)

[✓	']	Addendum No. 1	[]	Addendum No. 6
]]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4]]	Addendum No. 9
[]	Addendum No. 5	[]	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

Rolit D.

Authorized Signature

5/16/2017

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

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 exceed 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 Com	pany
Authorized Signature: Robert D. Hily	Date: May 16, 2017
State of West Virginia	
County of Fayette , to-wit:	
Taken, subscribed, and sworn to before me this $\underline{16}$ da	y of <u>May</u> , 20 <u>17</u> .
My Commission expires April 17	<u>, 20</u> 24.
AFFIX SEAL HERE	NOTARY PUBLIC Jessian Jayly
OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission Expires April 17, 2024	Purchasing Affidavit (Revised 08/01/2015)



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

STATE OF WEST VIRGINIA,

1.

COUNTY OF Fayette , TO-WIT:

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

____; and,

I do hereby attest that ______ Danhill Construction Company 2.

(Company Name)

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:				
Signature: Rout W. Hull				
Title:				
Company Name:Danhill Construction Company				
Date:				
Taken, subscribed and sworn to before me this $\frac{16}{2017}$ day of $\frac{May}{2017}$.				
By Commission expires				
(Seal) Wotary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission				
My Commission Expires April 17, 2024				
WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE				
BID SHALL RESULT IN DISOUALIFICATION OF THE BID.				

Rev. August 1, 2015

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Robert D. Hill, President

 (Name, Title)

 Robert D. Hill, President

 (Printed Name and Title)

 PO Box 685, Gauley Bridge, WV 25085

 (Address)

 304-632-1600
 304-632-1501

 (Phone Number) / (Fax Number)

 rdanhill@hotmail.com

 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Danhill Construction Company

(Company) Robert D. Hill, President (Authorized Signature) (Representative Name, Title)

Robert D. Hill, President (Printed Name and Title of Authorized Representative)

5/16/2017

(Date)

304-632-1600 304-632-1501

(Phone Number) (Fax Number)

acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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: <u>Robert D. Hill</u> Telephone Number: <u>304-632-1600</u> Fax Number: <u>304-632-1501</u> Email Address: <u>rdanhill@hotmail.com</u>

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.

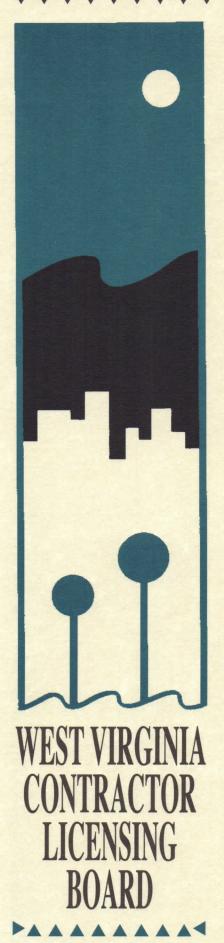
2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this 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;



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

Q. A. Carl

Chair, 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.

Client#:	1638974
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ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2017

18DANHICON

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	CONTACT Shelley Newman					
BB&T-Carson Insurance Services	PHONE (A/C, No, Ext): 304 340-6960 FAX (A/C, No): 88875	513002				
601 Tennessee Avenue	E-MAIL ADDRESS: shelley.newman@bbandt.com					
Charleston, WV 25302	INSURER(S) AFFORDING COVERAGE	NAIC #				
304 346-0806	INSURER A : Westfield Insurance Company	24112				
INSURED	INSURER B : Brickstreet Mutual Insurance Co	12372				
Danhill Construction Company	INSURER C :					
P O Box 685	INSURER D :					
Gauley Bridge, WV 25085	INSURER E :					
	INSURER F :					

C	OVERAGES CER	TIFIC	CATE	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.							
INS LT	R TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY	Х	Х	TRA0548113	07/01/2016	07/01/2017	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	X XCU Included						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A		Х	Х	TRA0548113	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS SCHEDULED						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR	Х	х	TRA0548113	07/01/2016	07/01/2017	EACH OCCURRENCE	\$7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$7,000,000
	DED X RETENTION \$0							\$
B	AND EMPLOYERS' LIABILITY		х	WCB1008781	09/20/2016	09/20/2017	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	
_	DÉSCRIPTION OF OPERATIONS below							\$ 1,000,000
A					07/01/2016	07/01/2017	5,000,000 Any One I	
	Special Form			\$5,000 Ded	_		10,000,000 CAT Lim	it
_				<i>+•••</i> ,•••	Location		500,000 In Transit	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ** Workers Comp Information **								
Voluntary Compensation ; Other States Coverage								
	roprietors/Partners/Executive Office			-				
	obert Hill, President	010/	men					
	ebecca Hill, Secretary/Treasurer							

(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			
	Assembly Ed. R.			

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DESCRIPTIONS (Continued from Page 1)

Broad Form Employers Liability Form# WC990304 Edt Date: 01/01/06 Blanket Waiver of Subrogation Form# WC000313 Edt Date: 04/01/84

Evidence of Coverage