



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

General Information

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

Procurement Folder: 319006

Procurement Type: Central Purchase Order

Vendor ID: 000000205174

Legal Name: DANHILL CONSTRUCTION COMPANY

Alias/DBA:

Total Bid: \$834,869.00

Response Date: 05/18/2017

Response Time: 11:48

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR1700000047

Published Date: 5/11/17

Close Date: 5/18/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.02; Palestine Hatchery Pump Project

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 : 319006
Solicitation Description : Addendum No.02; Palestine Hatchery Pump Project
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-18 13:30:00	SR 0310 ESR0518170000005671	1

VENDOR
000000205174 DANHILL CONSTRUCTION COMPANY

Solicitation Number: CRFQ 0310 DNR1700000047

Total Bid : \$834,869.00 **Response Date:** 2017-05-18 **Response Time:** 11:48:16

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	Construction and installation of water supply pump & intake	0.00000			\$834,869.00

Comm Code	Manufacturer	Specification	Model #
72140000			

Extended Description : Per the bidding documents issued by the Purchasing Division and Project Manuel and Drawings as developed by HDR Engineering.



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: 319006

Doc Description: Addendum No.02; Palestine Hatchery Pump Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-11	2017-05-18 13:30:00	CRFQ 0310 DNR1700000047	3

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 D. Heig

FEIN # 55-0648251

DATE 5/18/2017

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02; 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, to establish a one-time contract for the installation of a water supply pump and intake at Palestine State Fish Hatchery, Elizabeth, West Virginia, per the bid requirements, specifications, terms and conditions that are attached to and apart of this solicitation as advertised.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES PALESTINE HATCHERY ELIZABETH WV 26143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction and installation of water supply pump & intake	0.00000			\$834,869.00

Comm Code	Manufacturer	Specification	Model #
72140000			

Extended Description :

Per the bidding documents issued by the Purchasing Division and Project Manuel and Drawings as developed by HDR Engineering.

DNR170000047	Document Phase Final	Document Description Addendum No.02; Palestine Hatchery Pump Project	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit "A" Pricing Page
Palestine Hatchery Water Supply Pump and Intake Project

Name of Vendor: Danhill Construction Company
 Date: 5/18/17

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth.

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED COST
	Pump Station				
1	SURVEYING (MAX. 5% CONTRACT VALUE)	1	Lump Sum	10000.00	10000.00
2	QUALITY CONTROL (MAX. 5% OF CONTRACT VALUE)	1	Lump Sum	20000.00	20000.00
3	MOB/DEMOB (MAX. 10% OF CONTRACT VALUE)	1	Lump Sum	80000.00	80000.00
4	Silt Fencing	100	Linear Foot	26.00	2600.00
5	Earth Stripping and Removal	1	Lump Sum	58800.00	58800.00
6	4' dia., ~6' deep manhole w/dig, backfill, hatch, pipe seals, grout	2	EA	14115.00	28230.00
7	7' dia. ~26' deep manhole w/dig, backfill, hatch, pipe seals, grout	1	EA	160365.00	160365.00
8	2" drain pipes complete	1	Lump Sum	615.00	615.00
9	14 x 12 Iron Reducer	1	EA	810.00	810.00
10	Pump matls. incl. rails & cable, chain, controls, shipping & startup, labor and overhead	1	Lump Sum	85630.00	85630.00
11	1 ton portable davit crane and socket to lift pump	1	Lump Sum	6125.00	6125.00
12	8" MJ iron pipe, Bedding, Trench, geotextile, backfill & Compaction with leak testing	65	Linear Foot	39.00	2535.00
13	8" Eccentric plug valve & tee wrench	2	EA	1280.00	2560.00
14	8" check valve	2	EA	1370.00	2740.00
15	8" restrained MJ iron wye	1	EA	740.00	740.00
16	8" restrained iron els, 11 & 45 degrees	3	EA	435.00	1305.00
17	8" iron flange adapter	7	EA	188.00	1316.00
18	Check valve and Asbestos Cement Pipe Disassembly & Removal	20	Linear Foot	276.00	5520.00
19	8" flanged iron el and eccentric reducer	2	EA	350.00	700.00

Exhibit "A" Pricing Page
Palestine Hatchery Water Supply Pump and Intake Project

20	8" iron pipe inside pump sump	20	EA	311.00	6220.00
21	8" restrained metal transition coupling transite pipe to iron pipe	2	EA	1056.00	2112.00
Intake Structure					
22	Coffer Dam	1	Lump Sum	91030.00	91030.00
23	Dewatering	1	Lump Sum	8575.00	8575.00
24	Excavation W/ Trench Box	255	Cubic Yard	215.00	54825.00
25	Geotextile	83	Square Yard	38.00	3154.00
26	Cobbles	30	Cubic Yard	486.00	14580.00
27	Riprap	40	Cubic Yard	241.00	9640.00
28	Bedding And Structural Fill	31	Cubic Yard	413.00	12803.00
29	Class 1 Backfill	205	Cubic Yard	132.00	27060.00
30	Place And Set Intake Structure	1	Lump Sum	6105.00	6105.00
31	Precast Concrete Box	1	Lump Sum	4975.00	4975.00
32	Mounting Plates - Upper, Lower, and End	1	Lump Sum	1315.00	1315.00
33	Stainless Steel Fasteners	34	EA	14.00	476.00
34	L3X3X3/8, SS	1	Lump Sum	390.00	390.00
35	Banded V-Wire Screen	35	Square Foot	141.00	4935.00
36	Protection Ribs	1	Lump Sum	30000.00	30000.00
37	2" Galvanized Steel Piping	80	Linear Foot	18.00	1440.00
38	2" Pipe Supports	3	EA	305.00	915.00
39	12" DI Pipe	50	Linear Foot	70.00	3500.00
40	14" DI Pipe	20	Linear Foot	100.00	2000.00
41	Pipe Leak Testing (Gravity Intake)	1	Lump Sum	1175.00	1175.00
Electrical					

Exhibit "A" Pricing Page
Palestine Hatchery Water Supply Pump and Intake Project

42	Additional Service Charges to Utility Company for Service Upgrade	1	Lump Sum	5500.00	5500.00
43	Utility Service including Service Entrance Conductors and Conduit, Facility Charges, Temporary Power, and Construction Power.	1	Lump Sum	18768.00	18768.00
44	Service Entrance panelboard, Surge Protective Device, C.T. Enclosure, meter base, all electrical connections, Grounding and Equipment Support.	1	Lump Sum	14076.00	14076.00
45	Feed to existing panel LPA including all conduit, wire, grounding, transformer installation and transformer pad.	1	Lump Sum	15249.00	15249.00
46	Feed to Existing Pump RWP-2 including all electrical connections, feeders, safety switch, grounding, and motor starter.	1	Lump Sum	11730.00	11730.00
47	Feed to New River Intake Pump Station including all electrical connections, feeders, grounding, motor starter and associated controls.	1	Lump Sum	11730.00	11730.00
TOTAL BID AMOUNT				834869.00	

Incomplete bids will be considered non-responsive. If estimated quantities are listed, Bidders must only bid estimated quantities listed. These quantities indicated are the Government's best estimate of actual quantities needed to complete the work. Payment will be made for actual

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
Installation of a water supply pump and intake at Palestine State Fish Hatchery, Elizabeth, 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
18th day of May, 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:

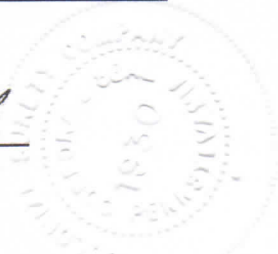
"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings 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 18th day of May, 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 WV

County of Fayette

AND NOW, this 18th 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 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 WV
My Commission Expires on 4-17-2024

Notary Public in and for the

County of Fayette
State of WV

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..... <u>\$54,156,183</u>		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..... <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 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

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 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


Authorized Signature

May 18, 2017
Date

NOTE: This addendum acknowledgement 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.

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|--|--|
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| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
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Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

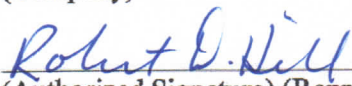
May 18, 2017
Date

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)

May 18, 2017
 (Date)

304-632-1600 304-632-1501
 (Phone Number) (Fax Number)



**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,
(Company Name)
2. I do hereby attest that Danhill Construction Company
(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: Robert D. Hill
 Signature: Robert D. Hill
 Title: President
 Company Name: Danhill Construction Company
 Date: May 18, 2017

Taken, subscribed and sworn to before me this 18 day of May, 2017.

By Commission expires April 17, 2024

(Seal)  OFFICIAL SEAL
 Notary Public, State Of West Virginia
 JESSICA TAYLOR
 9626 Rich Creek Rd
 Jodie, WV 26690
 My Commission Expires April 17, 2024

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: May 18, 2017

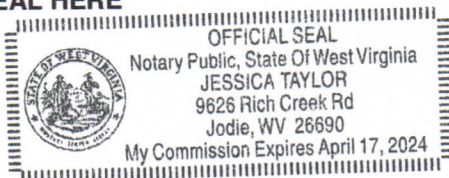
State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 18 day of May, 2017.

My Commission expires April 17, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

Jessica Taylor

Purchasing Affidavit (Revised 08/01/2015)

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;

REQUEST FOR QUOTATION
Pump and Intake Replacement
Palestine State Fish hatchery
Elizabeth, WV

11. MISCELLANEOUS:

11.1 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: rdanhill@hotmail.com

Telephone Number: 304-632-1600

Fax Number: 304-632-1501

Email Address: rdanhill@hotmail.com

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

Robert D. Hill

Authorized Company Signature

Michael A. Carl

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.

CERTIFICATE OF LIABILITY INSURANCE

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

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.

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.

PRODUCER: BB&T-Carson Insurance Services, 601 Tennessee Avenue, Charleston, WV 25302. CONTACT NAME: Shelley Newman, PHONE: 304 340-6960, FAX: 8887513002, E-MAIL ADDRESS: shelley.newman@bbandt.com. INSURER(S): Westfield Insurance Company (NAIC # 24112), Brickstreet Mutual Insurance Co (NAIC # 12372).

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.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Builders Risk.

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 Proprietors/Partners/Executive Officers/Members Excluded: Robert Hill, President; Rebecca Hill, Secretary/Treasurer (See Attached Descriptions)

CERTIFICATE HOLDER: Danhill Construction Company, P O Box 685, Gauley Bridge, WV 25085. CANCELLATION: 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: Gregory B. Stanley

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