# NOTICE

Please note that this bid from Danhill Construction for ADJ17\*15 was received at the Purchasing Division office prior to the established bid opening date and time on April 12, 2017, as indicated in the attached documentation, but was not loaded properly at the public bid opening. This bid has since been loaded and is now posted.

Diane Holley-Brown Assistant Purchasing Director



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.

WOASIS	Jump to: PRCUID 💁 💿 🐲 Home 🄑 Personalize 🚳 Accessibility 🛜 App Help 🌾 About 👔
Nelcome, Lu Anne Cottrill	Procurement Budgeting Accounts Receivable Accounts Payable
Solicitation Response(SR) Dept: 0603 ID: ESR04061700000004827 Ver.: 1 Function:	New Phase: Final Modified by batch , 04/12/2017
Header @ 4	
General Information Contact Default Values Discount Document Information	
Procurement Folder: 299910	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0603
Vendor ID: 000000205174	SO Doc ID: ADJ1700000015
Legal Name: DANHILL CONSTRUCTION COMPANY	Published Date: 4/7/17
Alias/DBA:	Close Date: 4/12/17
Total Bid: \$81,554.00	Close Time: 13:30
Response Date: 04/06/2017	Status: Closed
Response Time: 10:44	Solicitation Description: Addendum No.04; Lead Abatement Firing Range Kenova
	Total of Header Attachments: 4
	Total of All Attachments: 4



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

## State of West Virginia Solicitation Response

	Proc Folder: 299910 Solicitation Description: Addendum No.04; Lead Abatement Firing Range Kenova AFRC Proc Type: Central Purchase Order							
Date issued	Solicitation Closes Solicitation Response Version							
	2017-04-12 13:30:00	SR 0603 ESR04061700000004827	1					

# VENDOR

000000205174

DANHILL CONSTRUCTION COMPANY

Solicitation Nu	umber:	CRFQ	0603	ADJ1700000015			
Total Bid :	\$81,554	.00		Response Date:	2017-04-06	Response Time:	10:44:40

Comments:

FOR INFORMATION CONTACT THE BUYER		
Jessica S Chambers		
(304) 558-0246 jessica.s.chambers@wv.gov		
Signature on File	FEIN #	DATE

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	Lead Abatement Firing Range Kenova AFRC				\$81,554.00
Comm Code	Manufacturer	Specification		Model #	
72000000					
Extended Des	scription : Provide all labor, materiato a storage facility.	als and equipment	necessary to	remediate the fa	cility for all lead containing materials and covert



Proc	Folder:	299910
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Doc Description: Addendum No.02; Lead Abatement Firing Range Kenova AFRC

Pro	Proc Type: Central Purchase Order						
Date Issued	Solicitation Closes	Solicitatio	on No	Version			
2017-03-29	2017-04-06 13:30:00	CRFQ	0603 ADJ1700000015	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

OR INFORMATION CONTACT THE BUYER essica S Chambers 304) 558-0246 essica.s.chambers@wv.gov		
ignature X Robert W. Hell	fein # 55-0648251	date 4/6/2017
Il offers subject to all terms and conditions contained in	this solicitation	

#### 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 West Virginia Army National Guard, Construction and Facilities Management Office, to establish a contract for the following:

Vendor is to provide all labor, materials, and associated costs necessary to remediate the firing range for all lead containing materials and convert it to a storage facility at the Kenova Armed Forces Reserve Center. All work to be performed at Armed Forces Reserve Center, 2194 Booth Drive, Kenova, WV 25530.

INVOICE TO			SHIP TO				
DIVISION E	NGINEERING & FACILITIES		BUILDING TRADE SPE	BUILDING TRADE SPECIALIST			
ADJUTANT 1707 COON	GENERALS OFFICE SKIN DR		KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD				
CHARLEST	ON W	V25311	KENOVA	WV 2	25530		
US			US				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price		
1	Lead Abatement Firing Ran Kenova AFRC	ge			\$81,554.00		
Comm Code	Manufacturer	Spe	cification	Model #			

72000000

#### **Extended Description :**

Provide all labor, materials and equipment necessary to remediate the facility for all lead containing materials and covert to a storage facility.

	Document Phase	Document Description	Page 3
ADJ1700000015	Final	Addendum No.02; Lead Abatement Firing	of 3
		Range Kenova AFRC	

# 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 REMEDIATE THE FIRING RANGE FOR ALL LEAD CONTAINING MATERIALS AND TO RENOVATE IT INTO A STORAGE AREA AT:

ARMED FORCES RESERVE CENTER KENOVA 2194 BOOTH DRIVE, KENOVA, WV 25530

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	
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304-632-1600

FAX NUMBER:

**TELEPHONE:** 

E-MAIL ADDRESS: rdanhill@hotmail.com

# CONTRACT TOTAL BID AMOUNT: COST: REMEDIATE FOR LEAD & RENOVATE FIRING RANGE at the KENOVA RESERVE CENTER.

Eighty One Thousand Five Hundred Fifty Four Dollars

304-632-1501

(\$ 81,554.00

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

	his bid form may result in bid disqualification.			
SIGNATURE:	Kolut D. Hill	DATE:	4/6/2017	1
NAME:	Robert D. Hill			
	(Please Print)			
TITLE:	President			

Agency <u>ADJ</u> REQ P.O # 170000015

#### BID BOND

	KNOW ALL MEN BY THE	ESE PRESENTS,	That we, the une	dersigned,	Danhi	ill Construction Company	
of	Gauley Bridge	. West Vi	rginia	, as Pr	ncipal, and	Colonial Surety Co.	of
	Woodcliff Lake,	New Jersey	_, a corporation	organized	and existing und	der the laws of the State of _	NJ
with its p	principal office in the City of	f Woodcliff Lake	_, as Surety, ar	e held and	firmly bound unt	o the State of West Virginia,	as
Obligee,	in the penal sum of	5 % Of Bid A	mount (	\$5%	_ ) for the paym	ent of which, well and truly to	be made,
we jointl	y and severally bind ourse	lves, our heirs, ad	ministrators, exe	ecutors, suc	ccessors and ass	signs.	

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 Lead Abatement Firing Range at Kenova AFRC

#### 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

6<sup>th</sup> day of <u>April</u>, 20<u>17</u>.

Principal Corporate Seal

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

Vice President)

(Title)

President

Colonial Surety company (Name of Surety)

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.

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 of the Commonwealth of Pennsylvania and having an administrative office in Woodcilff 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 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."

as Whereast Calenial Suraty Company has acused these presents to be signed by its

and its corporate seal to be her		y of <u>September</u> , A.D., 2015.	riosiden
State of New Jersey County of Bergen	5.	By By Wayne Nunziata, President	the
On this 8th	day of Theresa Spinelli	september, in , a notary publi	the year 2015, before me ic, personally appeared
	Wayne Nunziata		me to be the person who
executed the within instrume	nt as President		ration therein named and

executed the within instrument as acknowledged to me that the corporation executed it.

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

Theresa Spinell Notary Public

Drecident

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 6th day of April , 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 clock. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Audie B. Murphy, Secr

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

State of WV	
County of Fayette	

AND NOW, this <u>6th</u> day of <u>April</u>, in the calendar year of <u>2017</u>, 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 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 <u>W</u> My Commission Expires on <u>4-17-2024</u>

Notary Public in and for the

County of <u>Fayette</u> State of <u>WN</u>

NOTARY

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

#### 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	1,323	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	\$ <u>54,156,183</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 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 30<sup>th</sup> day of March, 2016.



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	I	]	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

Rolat D. Hill

Authorized Signature

April 6, 2017

Date

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

4/6/2017 (Date)

304-632-1600 304-632-1501

(Phone Number) (Fax Number)

Revised 01/18/2017

- 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final 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:	Robert D. Hill
Telephone Number:	304-632-1600
Fax Number: 304	4-632-1501
Email Address:	danhill@hotmail.com

Revised 10/13/2016

#### 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.

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;

Revised 01/18/2017

# 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 Company	
Authorized Signature: Rout W. Hul	Date: April 6, 2017
State of West Virginia	
County of Fayette , to-wit:	
Taken, subscribed, and sworn to before me this $6_{day}$ of Ap	ril, <sub>20</sub> <u>17</u> .
My Commission expires April 17 , 2	20_24.
AFFIX SEAL HERE OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission Expires April 17, 2024	RY PUBLIC Justice Jula 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.

2.

COUNTY OF Fayette , TO-WIT:

I, \_\_\_\_\_ , after being first duly sworn, depose and state as follows:

I am an employee of \_\_\_\_\_\_; and, \_\_\_\_\_; and,

I do hereby attest that \_\_\_\_\_\_ Danhill Construction Company

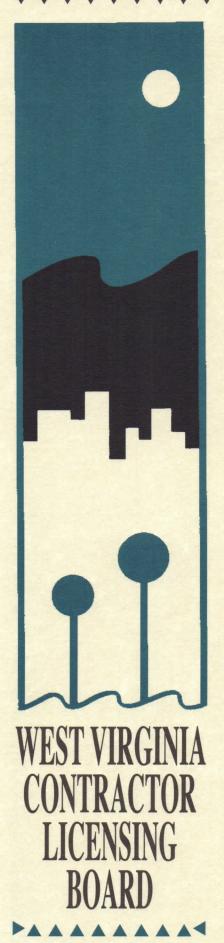
(Company Name)

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. July
Title:
Company Name:
Date: April 6, 2017
Taken, subscribed and sworn to before me this $\frac{6}{2017}$ day of $\frac{\text{April}}{2017}$ .
April 17, 2024 By Commission expires
(Seal) (Seal) OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission Expires April 17, 2024 (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 DISOUALIFICATION OF THE BID.
DID STALL RESULT IN DISUUALIFICATION OF THE DID.

Rev. August 1, 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

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 :				

<u>C</u>	OVERAGES CER	TIFIC	ATE	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	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	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)	\$ <b>5,000</b>
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Х	Х	TRA0548113	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	<sub>\$</sub> 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	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							\$
В	WORKERS COMPENSATION 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	\$ <b>1,000,000</b>
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DÉSCRIPTION OF OPERATIONS below							\$ <b>1,000,000</b>
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								
Proprietors/Partners/Executive Officers/Members Excluded:								
	obert Hill, President	.013/	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**