



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 1

[List View](#)

## General Information

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

Procurement Folder: 709320

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 000000205173

SO Doc ID: ADJ2000000025

Legal Name: DANHILL CONSTRUCTION COMPANY

Published Date: 4/23/20

Alias/DBA:

Close Date: 5/1/20

Total Bid: \$2,088,000.00

Close Time: 13:30

Response Date: 05/01/2020

Status: Closed

Response Time: 13:21

Solicitation Description: Addendum No. 2 - MCA South Renovations

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 709320  
**Solicitation Description :** Addendum No. 2 - MCA South Renovations  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-01 13:30:00	SR 0603 ESR05012000000006368	1

<b>VENDOR</b>
000000205173 DANHILL CONSTRUCTION COMPANY

**Solicitation Number:** CRFQ 0603 ADJ2000000025

**Total Bid :** \$2,088,000.00      **Response Date:** 2020-05-01      **Response Time:** 13:21:35

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

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	MCA South Renovations				\$2,088,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description :** Provide and furnish all labor, materials, tools, expendable equipment and all services to renovate the Tech Center and Maclin Hall on the WVU Tech Campus in Montgomery WV per the attached specifications and documentation.



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: 709320

Doc Description: Addendum No. 2 - MCA South Renovations

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-23	2020-05-01 13:30:00	CRFQ 0603 ADJ2000000025	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**

Tara Lyle  
 (304) 558-2544  
 tara.l.yle@wv.gov

Signature X

*Jessica Taylor*

FEIN # 55-0648251

DATE 05/01/2020

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

**ADDITIONAL INFORMATION:**

Addendum No. 2 -

1. Provide responses to vendor questions. See Attachment A.
2. Provide Clarifications and Modify the specifications as outlined. See Attachment A.
3. Provide Revised Drawings for the Project. See Attachment B. A paper version is attached as well as a PDF file added to the WV Purchasing Bulletin - Vendor Self Service (VSS) via wvOASIS.
4. Provide copies of the Pre-Bid sign-in sheets. See Attachment C.
5. Bid opening remains on 05/01/2020 at 1:30 pm.

No other changes.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE	
CHARLESTON	WV25311	MONTGOMERY	WV 25136
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MCA South Renovations				\$2,088,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description :**

Provide and furnish all labor, materials, tools, expendable equipment and all services to renovate the Tech Center and Maclin Hall on the WVU Tech Campus in Montgomery WV per the attached specifications and documentation.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory prebid at 10 am - parking lot	2020-04-15
2	Technical questions due by 2 pm	2020-04-21

ADJ2000000025	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 2 - MCA South Renovations	<b>Page 3</b> <b>of 3</b>
---------------	--------------------------------	---	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



REQUEST FOR QUOTATION  
CRFQ ADJ2000000025  
Mountaineer Challenge South Facility Renovations

---

**BID FORM**

---

SECTION I

DATED: 5/1/2020  
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001196

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**Renovations to the Tech Center and Maclin Hall  
For The West Virginia Army National Guard  
Montgomery, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

**BASE BID:**

For the sum of: Two Million Eighty Eight Thousand Dollars  
(\$ 2,088,000.00)

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work to substantial completion (or-beneficial occupancy) in **120** days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.



Bidders are reminded to refer to Section 012100 "Allowances" for those items to be included in Base Bid.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

1 - 04/15/2020    2 - 04/23/2020

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

**SIGNATURE OF BIDDER:**

Firm: Danhill Construction Company

Address: PO Box 685

Address: Gauley Bridge, WV 25085

Address: \_\_\_\_\_

Address: \_\_\_\_\_

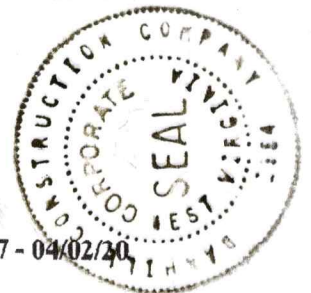
By: Jessica Taylor

Title: Corporate Secretary

Phone: 304-632-1600

Fax: 304-632-1501

END OF SECTION I



**SECTION II - BID ITEMS AND UNIT COSTS**

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

**Bid items with the same number must include the same unit price.**

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	Renovation of Tech Center	1	LS	\$1,598,000.00	\$1,598,000.00
2	Renovation of Maclin Hall	1	LS	\$280,000.00	\$280,000.00
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					<b>\$1,878,000.00</b>
<b>Project Administration/Quality Control Base Bid</b>					
3	Mobilization/Demobilization	1	LS	\$125,000.00	\$125,000.00
4	General Administration	1	LS	\$75,000.00	\$75,000.00
5	Project Quality Control	1	LS	\$10,000.00	\$10,000.00
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					<b>\$210,000.00</b>

**END OF SECTION II**

### SECTION III – DESCRIPTION OF BID ITEMS

<b>Bid Item 1:</b>	<b>Renovation of Tech Center</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to complete renovations as shown in the Drawings and Specifications.</p> <p>The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.</p>
<b>Measurement:</b>	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
<b>Payment:</b>	<b>Payment for item will be in accordance with the specifications.</b>
<b>Bid Item 2:</b>	<b>Renovation of Maclin Hall</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to complete renovations as shown in the Drawings and Specifications.</p> <p>The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.</p>
<b>Measurement:</b>	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
<b>Payment:</b>	<b>Payment for item will be in accordance with the specifications.</b>
<b>Bid Item 3:</b>	<b>Mobilization/Demobilization</b>
<b>Unit:</b>	Lump Sum
<b>Description:</b>	This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.
<b>Measurement:</b>	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.



**Payment:** Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

**Bid Item 4: General Administration**

---

**Unit:** Lump Sum

**Description:** This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**Payment:** This item will be paid for at the contract lump sum price, based on percentage of contract completion.

**Bid Item 5: Project Quality Control**

---

**Unit:** Lump Sum

**Description:** This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** This item will be paid for at the contract lump sum price, based on percentage of completion.

**END OF BID FORM SECTION III**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, WV, as Principal, and The Ohio Casualty Insurance Company  
of Boston, MA, a corporation organized and existing under the laws of the State of  
NH with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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.

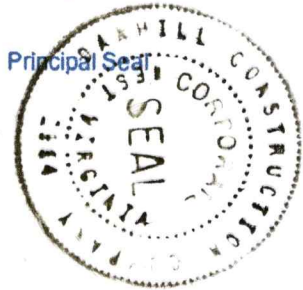
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
MCA South Renovations -CRFQ 0603 ADJ2000000025 - According to Plans & Specifications

**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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 1st day of May, 2020.



Danhill Construction Company  
(Name of Principal)  
By Robert D. Hill  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Robert D. Hill CEO  
(Title)



The Ohio Casualty Insurance Company  
(Name of Surety)  
By Patricia A. Moye  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8203100-973918

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory T. Gordon, Patricia A. Moye, Kimberly J. Wilkinson

all of the city of Charleston state of West Virginia each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2020



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true, and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 1st day of May, 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Jessica Taylor Date: 5/1/2020

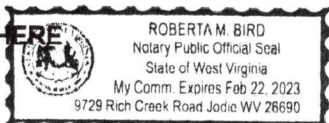
State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 1 day of May, 2020.

My Commission expires February 22, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

Roberta M. Bird





**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, Jessica Taylor, 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: Jessica Taylor

Signature: Jessica Taylor

Title: Corporate Secretary

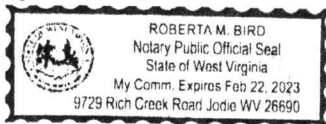
Company Name: Danhill Construction Company

Date: May 1, 2020

Taken, subscribed and sworn to before me this 1 day of May, 2020.

By Commission expires 2/22/2023

(Seal)



Roberta M. Bird  
(Notary Public)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Danhill Construction Co. Address: PO Box 685  
Gauley Bridge, WV 25085

Name of Authorized Agent: Jessica Taylor Address: \_\_\_\_\_

Contract Number: ADJ2000000025 Contract Description: MCA South Renovations

Governmental agency awarding contract: State of West Virginia Adjutant Generals Office

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Robert D. Hill, CEO of Danhill Construction Company

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Jessica Taylor Date Signed: 5/1/2020

**Notary Verification**

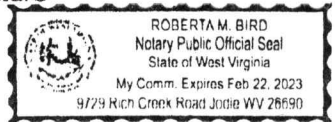
State of West Virginia, County of Fayette:

I, Jessica Taylor, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 1 day of May, 2020

Roberta M. Bird  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ20000000025**

**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 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

05/1/2020

\_\_\_\_\_  
Date

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



**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.

Chris Dozier, President

(Name, Title)

Chris Dozier, President

(Printed Name and Title)

PO Box 685, Gauley Bridge, WV 25085

(Address)

304-632-1600 304-632-1501

(Phone Number) / (Fax Number)

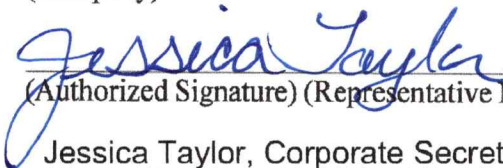
cdozier33@yahoo.com

(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)



Jessica Taylor, Corporate Secretary

(Authorized Signature) (Representative Name, Title)

Jessica Taylor, Corporate Secretary

(Printed Name and Title of Authorized Representative)

05/01/2020

(Date)

304-632-1600 304-632-1501

(Phone Number) (Fax Number)

## **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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. 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 contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

REQUEST FOR QUOTATION  
CRFQ ADJ2000000025  
**Mountaineer Challenge South Facility Renovations**

---

**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:** Chris Dozier

**Telephone Number:** 304-632-1600

**Fax Number:** 304-632-1501

**Email Address:** cdozier33@yahoo.com

**11.2. Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



# 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, 2019

AUGUST 06, 2020

*Robert D. Hill*

Authorized Company Signature

*Gene Traynor*

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.





## DESCRIPTIONS (Continued from Page 1)

Evidence of Coverage