Solicitation Response(SR) Dept: 0310 ID: ESR08021800000000502 Ver.: 1 Function: New Modified by batch, 08/02/2018 Header 🗓 3 General Information Contact Default Values Discount Document Information SO Doc Code: Procurement Folder: 453133 ARFQ Procurement Type: SO Dept: Agency Contract - Fixed Amt SO Doc ID: Vendor ID: DNR1800000062 000000205173 Published Date: Legal Name: 7/31/18 DANHILL CONSTRUCTION CO Close Date: Alias/DBA: 8/2/18 Close Time: Total Bid: 13:30 \$624,652.00 Status: Response Date: Closed 08/02/2018 Solicitation Description: Response Time: Addendum No. 03 Edray Fish 12:18 Hatchery Repair Total of Header Attachments: Total of All Attachments:



### State of West Virginia Request For Quotation Construction

Procurement Folder: 453133

Document Description : Addendum No. 03 Edray Fish Hatchery Repair

Procurement Type: Agency Contract - Fixed Amt

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-07-31	2018-08-02 13:30:00	ARFQ	0310	DNR1800000062	4	Final

BID RESPONSE			VENDOR  Vendor Name, Address and Telephone
DIVISION OF NATURAL RESOURCE	ES		Danhill Construction Company
PROPERTY & PROCUREMENT OF	FICE		PO Box 685
324 4TH AVE			Gauley Bridge, WV 25085
SOUTH CHARLESTON	wv	25303-1228	304-632-1600
US			304-032-1000

FOR INFORMATION CONTACT THE

Angela W Negley (304) 558-3397

angela.w.negley@wv.gov

Signature X Polyt () Hell

FEIN # 55-0648251

DATE 8/2/2018

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

Date Printed: Jul 31, 2018 Solicitation Number: DNR1800000062

Page: 1

FORM ID: WV-PRC-ARFQ-001

### ADDITIONAL INFORMATION:

- 7

Addendum No.03 is issued to publish and distribute the attached information to the Vendor Community.

### \*

The Agency is soliciting bids for rehabilitation of the water supply at Edray Hatchery located in Edray, WV. Project includes the demolition/removal and construction of structural fill and road, the completion of extensive plumbing replacement, and the installation of new flow meters and samplers and all associated electrical work...

INVOICE TO 华华华华华	SHIP TO THE SAME OF THE SAME O
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION	DIVISION OF NATURAL RESOURCES EDRAY HATCHERY
324 4TH AVE	RT 1
SOUTH CHARLESTON WV25305	MARLINTON WV 24954
LUS	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1 Hatchery Repairs					\$624,652.00
l .					<b>402.1,002.100</b>

Commodity Code	Manufacturer	Model #	Specification
72141121			

### **Extended Description**

Hatchery Repairs

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<u>Line</u>	Event	Event Date
1	Mandatory Pre-bid 9:00am	2018-06-25
2	Technical Questions Due 9:00am	2018-07-24

	Document Phase	Document Description	Page 3
DNR1800000062	Final	Addendum No. 03 Edray Fish Hatchery	of 3
		Repair	  -  -

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### Exhibit "A" Pricing Page Edray Hatchery Water Supply Rehabilitation

Name of Vendor:	Danhill Construction Company

Date: 8/2/2018

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	QUÂNTITY	UNIT	UNIT COST	ITEM COST
1	Surveying (MAX. 5% CONTRACT VALUE)	1	ŁS	5,750.00	5,750.00
2	Quality Control and Independent Inspection/Testing (MAX. 5% OF CONTRACT VALUE)	1	LS	5,750.00	5,750.00
3	Mobilization/Demobilization (MAX. 10% OF CONTRACT VALUE)	1	LS	17,805.00	17,805.00
4	General Conditions, Insurance/Bonds, Permitting (MAX 10% OF CONTRACT VALUE)	1	LS	20,700.00	20,700.00
	General Sitework				
5	Silt Fence	1,749	LF	5.00	8,745.00
6	Dewatering - Site	í	ĹŠ	1,882.00	1,882.00
7	Railroad Tie Demolition/Removal	88	LF	26.00	2,288,00
8	Aggregate Road Demolition/Removal	5,200	SF	.66	3,432.00
9	Aggregate Base around tank Demotition/Removal	7,200	SF	.90	6,480.00
10	Asphalt/Base Road Demolition/Removal (assume 12" thick)	5,920	SF	2.30	13,616,00
11	12° Class 2 Aggregate Road	5,200	SF	2.80	14,560.00
12	6" Class 2 Aggregate Base around tanks	7,200	SF	2.90	20,880.00
13	Asphalt (3")	5,920	SF	5.00	29,600.00
14	6" Class 2 Aggregate Base	5,920	SF	1.50	8,880.00
15	Finish Grading	2	AC	2,000.00	4,000.00
18	Seeding	2	AC	4.260.00	8.520.00
	Outfall Structure Modifications				
17	Dewatering	1	LS	1,800.00	1.800.00
18	Perimeter Collection Box Wall	1	CY	1,500.00	1,500.00
19	Bentonite Waterstop	9	ĹF	110.00	990.00
20	Dóweis into existing Headwaii	÷	£Α	38.00	342.00
	Upper Unit Slab Demo and Repair			<del> </del>	
23	Sawcut 8" reinforced concrete slab	396	LF	28.50	11,343.00
24	Dowels into existing slab	400	EA	25.70	10,280.00
25	Bentonite Waterstop	398	LF	40.50	16,119.00
26	New concrete slab	7	CY	2,912.00	20,384.00
	Northwest Gate to Old Drain Flume	Ì			
27	Demo 6" ductile pipe	20	LF	57.50	1,150.00
28	8" Ductile Iron Pipe buried 4' deep avg.	20	LF	78.80	1,576.00
29	8" Joint Restraint for MJ	6	EA	100.00	600.00
30	8" Buried Gate Valve	1	EA	1,257.00	1,257.00
31	8° Buried Butterfly Valve	1	EA	2,232.00	2,232.00

ITÊM:	DESCRIPTION.	QUANTITY	UNIT	UNIT COST	ITEM COST
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				<del> </del>	_
		<u> </u>		<del>                                     </del>	
42	Leak Testing	1	LS	775.00	775.00
43	Miscellaneous new gasket and glands	1	LS	3,100.00	3,100.00
	Upper Holding Tank Array Supply Piping	<del></del>		3,100.00	3,100.00
44	Demo 6" steel pipe	100	LF	8.00	900.00
45	Metal transition coupling 8x8	1	EA	620.00	800.00 620.00
46	8* restrained iron wye	1 1	EA	460.00	460.00
47	8" DI Pipe buried 30" deep	100	LF	6,50,00	6,050.00
48	8x6" restrained iron tee	3	 EA	485.00	1,455.00
49	Demo 4" steel pipe	100	LF	9.00	900.00
50	6" Di Fipe buried 30" deep	250		100:00	25,000.00
51	6" restrained iron cross	9		330.00	2,970.00
52	6" Joint Restraint for Mechanical Joint at Joints, Valves & Ftgs	27	EA	132.00	3,564.00
53	6x2" restrained iron eccentric reducer	18	EA	160.00	2,880.00
54	6" Buried Butterfly Valve	6	EA	1,550.00	12,400.00
55	Link Seal for 6" pipe	3	EA	735.00	2,205.00
55	10" core drill thru reinforced concrete for link seal	3	EA	1,400.00	4,200.00
57	Demo 2" steel pipe	100	LF	10.50	1,050.00
58	2" SCH 40 Stainless Steel Pipe buried 30" deep	80	 LF	100.00	8,000.00
59	2" Exposed Eccentric Plug Valve	18		335.00	6,030.00
60	2" SCH 40 Stainless Steel EL	18	EA	68.00	1,224.00
61	2" SCH 40 Stainless Steel Pipe hung with stainless offset clamp	20	 LF	265.00	5,300.00
62	2" SS reinforced SCH 80 PVC EI	18	EA	68.00	1,224.00
63	Leak Testing	1 1	LS	775.00	775.00
64	6" DWV PVC Sanitary Tee	12	EA	140.00	1,680.00
65·	4 & 6" DWV PVC, dig, bed; pack average 4' deep	390	LF	190,00	74,100.00
66	4° DWV PVC els and 4x3 reducers	24	EA .	78.00	1,872.00
67	Adhesive Pipe-to-Concrete Water-Stop for 4x3 reducers	18	EA	104.00	1,872.00
	McLaughlin Spring Vent	†	•		.,
68	12x2.5" epoxy coated iron service saddle with stainless straps	1	EA	1,000.00	1,000.00
69	Tap 12" ductile iron main	1	EA	3,800.00	3,800.00
70	2.5" SCH 40 Gatv Steel Pipe, hung	5	LF	127.00	635.00
71	2,5" Gaiv Steel Elbow	2	EA	110,00	220.00
	Upper Composite Samplers				<u> </u>
72	Refrigerated Composite Sampler (001)	1	EA	12,291.00	12,291.00
	Lower & Road Ponds' Composite Samplers				
73	Refrigerated Composite Sampler (004) materials	1	EA	12,291.00	12,291.00
74	Refrigerated Portable Sampler (Shared by 002 and 003)	1	EA	12,291.00	12,291.00
	Upper Flow Measurement	T		<b> </b>	

ITEM	DESCRIPTION	QUANTITY	TINU	UNIT COST	ITEM COST
75	Radar Flow Meter (001)	1	EA	10,644.00	10,644.00
76	5' deep 7' tall 6' ID Manhole	1	EA	12,240.00	12,240,00
77	Pipe removal for manhole addition (001) and grouted trough	1	LS	1,750.00	1,750.00
78	5' 1D Hinged Aluminum Lid & shelf for easy sampler maintenance	1	LS	4,400.00	4,400.0
79	Miscellaneous Piping Modifications (001)	1	LS	2,000.00	2,000.00
80	Road Ponds Piping Modifications (002)	1	LS	3,500.00	3,500.00
	Lower & Road Ponds' Flow Measurement		<u> </u>		1
81	Radar Flow Meter (004)	1	EA	10,644.00	10,644.00
82	Portable Submerged Area Velocity Meter Transmitter (002 and 003 share)	1	EA	8,418.00	8,418.00
63	Extra sensor and mounting band for Pontable Area Velocity Meter	1	EA	5,206.00	5,206.00
84	5' deep 7' tall 5' ID Manhole	1	EA	12,240.00	12,240.00
85	Pipe removal for manhole addition (004) and grouted trough	1	LS	1,550,00	1,550.00
88	Dewetering during manhole installation	1	LS	1,870.00	1,870.00
87	5' ID Hinged Aluminum Lid & shelf for easy sampler maintenance	1	LS	4,400.00	4,400.00
88	Remove 8" drain from rearing pond (include excavate & backfill)	50	LF	78.00	3,900.00
89	Cap or Plug 6" Pipe being abandoned from Pond to Creek	1	LS	275.00	275.00
90	Add inserta-tee to existing 24" pipe	1	EΑ	1,006.00	1,006.00
91	Hung SCH 80 PVC Pipe for Outlet 003 mater	10	LF	120.00	1,200.00
92	6" SH 80 PVC 60 degree elbow	1	EA	200.00	200.00
93	5" DWV PVC Wye	3	EA	110.00	330.00
94	6º Iron Transition Coupling	3	EA	140.00	420.00
95	6" DWV PVC, dig, bed, pack average 4" deep	240	LF	77.00	18,480.00
96	6" DWV PVC el	4	EA	140.00	560.00
97	6" Cleanout	2	EA	540.00	1.080.00
98	Miscellaneous piping demolition	1	LS	2,800.00	2,800.00
	Electrical				
99	Upper Site Electrical	. 1	LS	8,215.00	8,215.00
- 100	Lower Site Electrical	1	LS	9,014.00	9,014.00
101	Road Pond Electrical	1	LS	9,815,00	9,815.00
	Other	<del></del>			
102	All other costs and work not included in items above	1	LS	28,000.00	28,000.00

TOTA	PIN I
AM0	UNT   624,652.00

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 amount of work done on the basis of unit or lump sum prices listed.

The Contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

# West Virginia Division of Natural Resources Edray Hatchery Water Supply Rehabilitation Exhibit A: Pricing Page, continued

DATE: 8/2/2018
NAME OF BIDDER: _, Danhill Construction Company
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 for the sum of:
BASE BID:
For the sum of: \$ 624,652.00
(Show the amount in numbers)
(\$ Six Hundred Twenty Four Thousand Six Hundred Fifty Two Dollars and Zero Cents
(Show the amount in words)

•
Agency <u>DNR</u> REQ P.O <u>1800000062</u>
Danhill Construction Company
and <u>Colonial Surety Co.</u> of
xisting under the laws of the State of <u>NJ</u>
bound unto the State of West Virginia, as
the payment of which, well and truly to be made,
rs and assigns.
· ·
submitted to the Purchasing Section of the
art hereof, to enter into a contract in writing for
in accordance with the bid or proposal attached al, and shall in all other respects perform the
void, otherwise this obligation shall remain in full
or any and all claims hereunder shall, in no event,
gations of said Surety and its bond shall be in no
ccept such bid, and said Surety does hereby
- and scale and such of them so are cornerations

### **BID BOND**

	KNOW AL	L MEN BY TH	HESE PRESENTS	S, That we, the ur	ndersigned,	Danh	ill Construction Compa	ıny
of							Colonial Surety Co	
	Woodcliff	Lake,	New Jersev	, a corporatio	n organized ar	nd existing un	der the laws of the St	ate of <u>NJ</u>
with its	s principal off	fice in the City	of Woodcliff Lake	, as Surety, a	are held and fin	mly bound unt	to the State of West V	/irginia, as
Oblige	e, in the pen	al sum of	5 % Of Bid	Amount	(\$	) for the paym	ent of which, well and	truly to be made,
we joir	ntly and seve	rally bind ours	selves, our heirs, a	administrators, ex	ecutors, succe	essors and as	signs.	
			-		,		to the Purchasing Se	
Depart				•		•	, to enter into a contra	act in writing for
	Edray Fish	Hatchery Repa	urs				<del></del> -	
-			<u>.                                      </u>	-				
				. = .				
	NOW THE	EREFORE,						
	(a) If said	d bid shall be i	rejected, or	<b>D</b> -ii				renegal attached
hereto	(b) It said	d bid shall be a rnish anv othe	accepted and the Ir bonds and insur	Principai snaii en ance required by	ter into a contr the bid or prot	act in accorda oosal, and sha	ance with the bid or pi all in all other respects	roposal attached s perform the
agreer	nent created	by the accept	tance of said bid, t	then this obligation	on shall be null	and void, oth	erwise this obligation d all claims hereunde	shall remain in full
			obligation as here		nuty of the out	sty ioi ally all	u ali cidillis lieleuliue	i silali, ili no event,
wav in	The Suret	y, for the valu fected by any	e received, hereby extension of the ti	/ stipulates and a me within which t	igrees that the the Obligee ma	obligations of av accept such	said Surety and its b bid, and said Surety	ond shall be in no does hereby
		such extensi			<b>g</b>	,	•	•
	IN WITNE	SS WHEREC	F. Principal and S	Surety have here.	unto set their h	ands and sea	is, and such of them a	as are corporations
have o							eir proper officers, this	
		August	•		•			
	_ , _							
Princip	al Corporate	Seal			-	Danh	ill Construction Compa	<u>iny</u>
							(Name of Princip	
					i	By <u>Robe</u>	nD. Hill Rolet	D.Jell
		~					(Must be Preside Vice President)	int or
		~				Dead	Janet	
					•	Presi	(Title)	<del></del>
Suretv	Corporate S	Seal				Color	nial Surety company	r
Ourcey	our por a to c	,cui			•		(Name of Surety)	)
							$\sim$ 1 .	
~						Robe	rta Bird Lol resto	Berd
_							Attorney-in-Fac	t

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 cancelling 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 \_

and its corporate seal to be hereto affixed the 8th	day of	September	A.D., 2015.	
State of New Jersey County of Bergen  State of New Jersey  State of New Jersey  State of New Jersey  Annsylva	フ*) '	By Of	NETY COMPANY  Junziata, President	<i>-</i>
On this day of	September_			ar 2015, before me
Theresa Spine				rsonally appeared
Wayne Nunzia			nally known to me to	•
executed the within instrument as President acknowledged to me that the corporation executed it.		on ben	air or the corporation	ruetein named and
THERESA SPINELU A NOLWY Public of New Jersey My Comministan Expires September 9, 2020	-	Theresa Spinelli	euroa Spie	Notary Public
<ol> <li>the undersigned Secretary of Cotonial Suret copy of the Original Power of Attorney Issued by said force and effect.</li> </ol>	ly Company, hereby I Company, and do	y certify that the abo hereby further certify	ve and foregoing is a foregoing to a foregoing the said Power o	ili, true and correct f Attorney is still in
And I do hereby further certify that the Certific authority of the following resolution adopted by the Boo the 30th of January 1988, and that said resolution has no	ard of Directors of t	he Colonial Surety Co	and sealed by facsimi mpany at a meeting dut	e under and by the y called and held on
RESOLVED, that the signature of the Secretan be affixed or printed by facsimile to any certificate to and seal shall be valid and binding upon this Corpora	a Power of Attorne	Secretary of this Corp y of this Corporation	oration, and the seal o and that such printed	f Corporation, may facsimile signature
GIVEN under my hand and the seal of sald Company, a August, 20_18	at Woodcliff Lake, N	lew Jersey this	2nd	day of
Original printed with Filips and Dor Filipsk mik. For wordingthen of the outbestacity of this Power of Athenny year may call (2015 b) for this Power of Athenny clock, Plansos roles to the above named in the titel(s) An izzad to which the power to atlatched		<u>Olw</u>	LO B. MURPHY, Secretary	<u>y                                     </u>
			()	
Form S-100-101 (Ray 09/15)			_	

State of West Virginia	
County of Fayetto	
1 1	

AND NOW, this 2nd day of August , in the calendar year of **2018**, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, Roberta Bird, attorney-in-fact of , an insurance company duly organized and existing under **Colonial Surety Company** the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of Wist Vinginia My Commission Expires on 4-17-2024

Notary Public in and for the

County of Fagetto
State of WestVinginia

<u>ការពារស្រុកព្រះពេលពេលពេលពេលពេលពេលពេលពេលពេ</u>ខា JESSICA TAYLOR

JESSICA TAYLOR

9826 Rich Creek Rd

Jessica Taylor

9826 Rich Creek Rd

Jodie, WV 28699

My Commission Expires April 17, 2024 OFFICIAL SEAL Notary Public, State Of West Virginia

### **Colonial Surety Company**

Duncannon, Pennsylvania -Inc 1930-

### Balance Sheet as at December 31, 2017

	Liabilities:	
24,000	Outstanding Losses and Loss Expenses	.\$10,165,383
31,652	Unearned Premiums	9,169,640
50,110	Funds Held	425,959
		712,559
•		262,025
,		683,289
		57,641
		57,071
		29,469
	*****	27,107
551,496	Total Liabilities	\$21,505,429
	Capital & Surplus:	
246,811		\$4,000,000
25,959		1,000,000
26,306		35,515,924
71.317		,
	Total Capital & Surplus	\$ <u>40,515,924</u>
114,244	Total Liabilities, Capital & Surplus	\$ <u>62,021,889</u>
	31,652 50,110 38,089 07,645 551,496 46,811 25,959 26,306 71,317	Outstanding Losses and Loss Expenses. Unearned Premiums

<sup>\*</sup>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, 2017.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 23rd day of March, 2018.

Notary Public

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

Vayne Nunziata

President

esa Spinelli Notary P

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR18\*29

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 hox next to each addendum recei	ved)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's represent	ot of addenda may be cause for rejection of this bid. tation made or assumed to be made during any oral atives and any state personnel is not binding. Only it to the specifications by an official addendum is
Danhill Construction Con	mpany
Company	
Robert Hell	
Authorized Signature	
August 2, 2018	
Date	· · · · · · · · · · · · · · · · · · ·
NOTE: This addendum acknowledgement sl	nould 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.

Robert D. Hill, President	
(Name, Title)	
Robert D. Hill, President	
(Printed Name and Title)	
PO Box 685, Gauley Bridge, WV 25085	
(Address)	
<u>304-632-1600</u> <u>304-632-1501</u>	
(Phone Number) / (Fax Number)	<del>- Constitution</del>
rdanhill@hotmail.com (email address)	
(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.

(Company)
Robert D. Hill, President (Authorized Signature) (Representative Name, Title)
Robert D. Hill, President (Printed Name and Title of Authorized Representative)
August 2, 2018
(Date) 304-632-1600 304-632-1501
(Phone Number) (Fax Number)

Donbill Construction Company



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

## STATE OF WEST VIRGINIA, COUNTY OF Fayette \_\_\_\_, TO-WIT: \_\_\_\_\_, after being first duly sworn, depose and state as follows: I. Robert D. Hill I am an employee of Danhill Construction Company 1. (Company Name) I do hereby attest that Danhill Construction Company 2. 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: Title: President Company Name: Danhill Construction Company Date: August 2, 2018 Taken, subscribed and sworn to before me this 2 day of August 2018 By Commission expires 4/17/2024 (Seal) OFFICIAL SEAL Notery Public, State Of West Virginia JESSICA TAYLOR Notery Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creek Rd Jodie, WV 26690 My Commission Expires April 17, 2024

Rev. July 7, 2017

# 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. Vs. 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 compilance 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: (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:

ANTIMESO THE LOCKOTANICA STORMS	
Vendor's Name: Danhill Construction Company	
Authorized Signature: Kolut D. Hulf	Date: 8/2/2018
State of West Virginia	
County of Fayette to-wit:	
Taken, subscribed, and swom to before me this $2$ day	of <u>August</u> 20 <u>18</u> .
My Commission expires April 17	, 20 <u>.24</u> .
AFFIX SEAL HERE  OFFICIAL SEAL  Notary Public. State Of West Virginia  JESSICA TAYLOR  9626 Rich Creek Rd  Jodie, WV 26590  My Commission Expires April 17, 2024	NOTARY PUBLIC June Joy June Joy June Joy June Joy June June June June June June June June

### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. 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. W. Va. 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 Property and Procurement Office 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 Co	mpany	 
	No.: WV-001196	•	 Taking and the same of the sam

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 Property and Procurement Office 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 (1) 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.

### REQUEST FOR QUOTATION Edray Hatchery Water Supply Rehabilitation

- 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

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

Contract Manager: Robert D. Hill

Telephone Number: 304-632-1600

Fax Number: 304-632-1501

Email Address: rdanhill@hotmail.com

18DANHICON

### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

Client#: 1638974

DATE (MM/DD/YYYY) 08/01/2018

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(les) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806		CONTACT Priya Arora					
		PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 88	87513002				
		E-MAIL ADDRESS: parora@mcgriffinsurance.com					
		INSURER(S) AFFORDING COVERAGE	NAIC #				
		INSURER A : Westfield National Insurance Company	24120				
INSURED		INSURER B : Brickstreet Mutual Insurance Company	12372				
	ruction Company	INSURER C:					
PO Box 685	WW 05005	INSURER D:	•				
Gauley Bridge	, WV 25065	INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:					

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

		PIONS AND COMPLICITY OF SOCIE					OT TAID OUT		
INSR LTR	SR IR TYPE OF INSURANCE		ADDL INSR	DDLSUBR POLICY NUMBER POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)		LIMIT	Limits		
A	X	COMMERCIAL GENERAL LIABILITY	x	х	TRA0548113	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR		-				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	X	PD Ded:500						MED EXP (Any one person)	<b>\$5,000</b>
1								PERSONAL & ADV INJURY	\$1,000,000
1	GEN	'L AGGREGATE LIMIT APPLIES PER:			<u> </u>		ŀ	GENERAL AGGREGATE	\$2,000,000
	_	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	ΑUΊ	OMOBILE LIABILITY	x	х	TRA0548113	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
1	X							BODILY INJURY (Per person)	\$
1		OWNED SCHEDULED AUTOS					[	BODILY INJURY (Per accident)	\$
	X	HIRED NON-OWNED AUTOS ONLY					1	PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR		X	TRA0548113	07/01/2018	07/01/2019	EACH OCCURRENCE	\$7,000,000
		EXCESS LIAB CLAIMS-MADE					ļ	AGGREGATE	\$7,000,000
		DED X RETENTION \$0							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		х	WCB1008781	07/01/2018	07/01/2019	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	s1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	<b>\$1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000
						-			
	-								

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

**Voluntary Compensation ; Other States Coverage** 

Proprietors/Partners/Executive Officers/Members Excluded:

Robert Hill, President

Rebecca Hill, Secretary/Treasurer

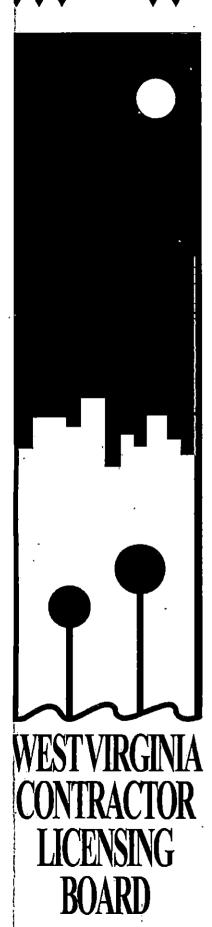
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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
1	Greenz B. Stanly
	@ 1000 2015 ACORD CORDODATION All vigits recovered

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<sup>\*\*</sup> Workers Comp Information \*\*

DESCRIPTIONS (Continued from Page 1)
Broad Form Employers Liability Blanket Waiver of Subrogation Notice of Cancellation 30 days USPFO for WV
4
THE PROPERTY OF THE PROPERTY O



# **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, 2018

AUGUST 06, 2019

Authorized Company Signature

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.