



**State of West Virginia  
Request For Quotation  
Construction**

**Procurement Folder :** 502317

**Document Description :** Addendum No.3 Pipestem Spray Ground, Outdoor Pool Demo

**Procurement Type :** Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-11-01	2018-11-05 13:30:00	ARFQ 0310 DNR1900000023	4	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b> Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085 304-632-1600

**FOR INFORMATION CONTACT THE**

Angela W Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

Signature X

FEIN # 55-0648251

DATE 11/5/2018

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

**ADDITIONAL INFORMATION:**

Addendum

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES PIPESTEM STATE PARK 3405 PIPESTEM DR PIPESTEM WV 25979-0150 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Swimming pool construction service				\$2,195,000.00

Commodity Code	Manufacturer	Model #	Specification
72153105			

**Extended Description**

Construction of a new sprayground park at Pipestem Resort State Park. The scope of work will also include demolition of the outdoor pool and ADA accessibility at the Park's Recreation Building.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 a.m., EST	2018-10-17
2	Technical Question Deadline at 9:00 a.m., EST	2018-10-22

DNR1900000023	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No.3 Pipestem Spray Ground, Outdoor Pool Demo	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

EXHIBIT A – PRICING PAGE  
Pipestem Resort State Park  
Sprayground Project and Recreation Building Demolition

Name of Vendor:

Danhill Construction Company

Address of Vendor:

PO Box 685  
Gauley Bridge, WV 25085

Phone Number of  
Vendor:

304-632-1600

WV Contractors License  
No.

WV- 001196

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**BASE BID**

The Base Bid shall consist of all the work generally described in Section 011000, Summary, and as indicated on the Drawings and specified in the Project Manual.

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as indicated on the Drawings and specified in the Project Manual.

**Written in numbers.**

\$2,195,000.00

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as indicated on the Drawings and specified in the Project Manual.

**Written in words.**

Two Million One Hundred Ninety Five Thousand Dollars and Zero Centers

EXHIBIT A – PRICING PAGE  
Pipestem Resort State Park  
Sprayground Project and Recreation Building Demolition

**ADDITIVE ALTERNATE**

The following Additive Alternate Bid Item is not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

**Additive Alternate No. 1 – Sprayground Equipment, Drawing N-01-501: Replace Small Tipping Buckets (SF-13) with Large Tipping Bucket (SF-18A).**

**Additive Alternate No. 1:**  
Lump sum for all labor, materials, and equipment as indicated on the Drawings and specified in the Project Manual.  
**Written in numbers.**

\$40,000.00

**Additive Alternate No. 1:**  
Lump sum for all labor, materials, and equipment as indicated on the Drawings and specified in the Project Manual.  
**Written in words.**

Forty Thousand Dollars and Zero Cents

The Bidder understands that the successful Bidder will be determined based upon the lowest Base Bid or the combination of the Base Bid and the Additive Alternates. Additive Alternates will be selected in the order presented.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Glen Ferris, West Virginia, as Principal, and Colonial Surety Company  
of Woodcliff Lakes, New Jersey, a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Woodcliff Lakes, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5 %) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Pipestem Spray Ground

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 5 day of November, 20 18.

Principal Seal

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

Surety Seal

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, must affix its seal, and must attach a power of attorney with its seal affixed.**

**COLONIAL SURETY COMPANY**

Duncannon, Pennsylvania  
Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

**GENERAL POWER OF ATTORNEY**

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Roberta Bird of Gauley Bridge, WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

**Bid Bonds and Consent of Surety Only**

and to bind the Company thereby as fully and to the same extent as if such bids were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its \_\_\_\_\_ President and its corporate seal to be hereto affixed the \_\_\_\_\_ 8th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, A.D., 2015.

State of New Jersey }  
County of Bergen } SS.



COLONIAL SURETY COMPANY  
By Wayne Nunziata  
Wayne Nunziata, President

On this \_\_\_\_\_ 8th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, in the year 2015, before me  
Theresa Spinelli \_\_\_\_\_, a notary public, personally appeared  
Wayne Nunziata \_\_\_\_\_, personally known to me to be the person who  
executed the within instrument as \_\_\_\_\_ President \_\_\_\_\_, on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



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

Theresa Spinelli  
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this \_\_\_\_\_ 5th \_\_\_\_\_ day of  
November \_\_\_\_\_, 20 18 \_\_\_\_\_.

Original printed with Blue and/or Black ink.  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Audie B. Murphy  
Audie B. Murphy, Secretary



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR19\*23

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.

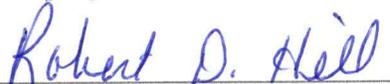
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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 checked="" type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Danhill Construction Company \_\_\_\_\_  
Company

 \_\_\_\_\_  
Authorized Signature

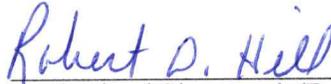
11/05/2018 \_\_\_\_\_  
Date

NOTE: This addendum acknowledgment 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.

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)  
dan.hill@danhillconstruction.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)

11/5/2018  
\_\_\_\_\_  
(Date)

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

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: Robert D. Hill Date: November 5, 2018

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 5 day of November, 2018.

My Commission expires April 17, 2024.



NOTARY PUBLIC Jessica Taylor

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: Robert D. Hill Address: \_\_\_\_\_

Contract Number: DNR1900000023 Contract Description: Pipestem Spray Ground

Governmental agency awarding contract: WV Division of Natural Resources

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.

Asphalt Contractors, AIP, Paddock Pools,

**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, President 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: Robert D. Hill

Date Signed: 11/5/2018

**Notary Verification**

State of West Virginia, County of Fayette:

I, Robert D. Hill, 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 5 day of 11, 18.

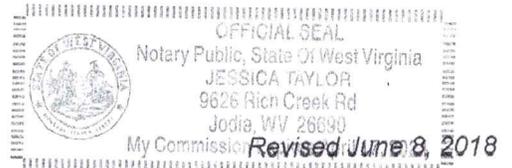
Jessica Taylor  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



## **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 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 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  
WVDNR Parks and Recreation Section  
Pipestem Resort State Park  
Sprayground and Recreation Building Demolition

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- 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:**

**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:** Robert D. Hill

**Telephone Number:** 3.04-632-1600

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

**Email Address:** dan.hill@danhillconstruction.com

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV001196

Classification:

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL

DANHILL CONSTRUCTION COMPANY  
DBA DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WV 25085-0685

Date Issued

Expiration Date

AUGUST 06, 2018

AUGUST 06, 2019

*Robert D. Hill*

Authorized Company Signature

*Gene Proyer*

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)

**Broad Form Employers Liability**

**Blanket Waiver of Subrogation Notice of Cancellation 30 days USPFO for WV**