



#### State of West Virginia **Agency Request for Quote** Construction

Proc Folder:

752718

Doc Description: Addendum No. 03\_Pipestern SP - Lodge Renovation Construction

Reason for Modification:

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

**Proc Type:** 

Agency Purchase Order

Date Issued

Solicitation Closes

2020-09-17

Solicitation No ARFO

Version

2020-09-14

13:30

0310 DNR2100000005

BID RECEIVING LOCATION

**BID RESPONSE** 

DIVISION OF NATURAL RESOURCES

PROPERTY & PROCUREMENT OFFICE

324 4TH AVE

SOUTH CHARLESTON

WV 25303-1228

US

**YENDOR** 

Vendor Customer Code;

Vendor Name: Danhill Construction Company

Address: PO Box 685

Street:

City: Gauley Bridge

**Fayette County** 

State: West Virginia

Country: United States

Zip: 25085

Principal Contact: Chris Dozier

Vendor Contact Phone: 304-553-1553

Extension:

FOR INFORMATION CONTACT THE BUYER

James H Adkins

(304) 558-3397

jamie.h.adkins@wv.gov

Vendor

Signature X

FEIN# 55-0648251

DATE September 17, 2020

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

Data Printed: Sep 14, 2020

Page 1

FORM ID: WY-PRC-ARFQ-002 2020/05

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR21\*05

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.

necessary revisions to my proposal, plans and/or specification, etc.
Addendum Numbers Received:
(Check the box next to each addendum received)
Addendum No. 1 Addendum No. 6 Addendum No. 2 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9
Addendum No. 5 Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.
Danhill Construction Company Company
Authorized Signature
September 17, 2020 Date

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

Agency Division of Natural Resources REQ.P.O# ARFO 0310 DNR2100000000

#### BID BOND

OI	Capic) Bridge		ne undersigned, Danhill Construction Companyas Principal, and The Ohio Casualty Insurance Company
of	Boston		
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	A second of the letter and	severally mild antabline	(\$ 5% ) for the payment of which is, our heirs, administrators, executors, successors and assigns.
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IMPORTANTSI Surely 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 marver and to the extent nordin stated

> Liberry Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

#### POWER OF ATTORNEY

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## 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 C	onstruction Cor	npany	
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 (I) 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.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

**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.

(Name, Title) Page 1 Many
Chris Dozier, Project Manager (Printed Name and Title)
PO Box 685 Gauley Bridge, WV 25085 (Address)
304-553-1553 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.

Dannill Construction Company
(Company)
Robert D. Hell President  (Authorized Signature) (Representative Name, Title)
Robert D. Hill, President (Printed Name and Title of Authorized Representative)
September 17, 2020 (Date)
304-632-1600 304-632-1501 (Phone Number) (Fax Number)

## REQUEST FOR QUOTATION Pipestem Resort State Park Renovations to McKeever Lodge and Mountain Creek Lodge

- 10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 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:

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: 304-553-1553
Fax Number: 304-632-1501
Email Address: _cdozier33@vahoo.com

WV-73 Approved / July 7, 2017



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

#### STATE OF WEST VIRGINIA,

COUNTY OF Fayette TO-WIT:
I, Robert D. Hill, after being first duly sworn, depose and state as follows:
I am an employee of <u>Danhill Construction Company</u> ; and,     (Company Name)
2. I do hereby attest that <u>Danhill Construction Company</u> (Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Robert D. Hill  Signature: Robert D. Hill  Title: President  Company Name: Danhill Construction Company  Date: September 17, 2020
Taken, subscribed and sworn to before me this 17 day of September , 2020 .
By Commission expires
(Seal)  OFFICIAL SEAL Michael D Jones Natary Public State of West Virginia My Commission Expires Jenuary 28, 2025 B033 MIDLAND TRAIL GLEN FERRIS, WV 25090  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-3-10s, 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 vandor 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

"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. Vz. 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 / July Date: September 17, 2020
State of West Virginia
County of Fayette , to-wit:
Taken, subscribed, and sworn to before me this 17 day of September
My Commission expires , 20,21
OFFICIAL SEAL Michael D Jones NOTARY PUBLIC Notary Public State of West Virginia My Commission Expires January 29, 2026 9033 MIDLAND TRAIL GLEN FERRIS, WY 25090

# EXHIBIT A - PRICING PAGE Pipestem Resort State Park Renovations to McKeever Lodge and Mountain Creek Lodge

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.	<b>WV</b> - 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.

#### "A" Base Bid

The Base Bid shall consist of all the work described in the Bidding Documents including the Plans, Project Manual, and any addendums not identified as an additive alternate.

# Total Base Bid: Lump sum for all labor, materials, and equipment necessary for a complete project. Written in numbers. Total Base Bid: "A" Lump sum for all labor, materials, and equipment necessary for a complete project. Written in words. Three Million Six Hundred Forty-Six Thousand

# EXHIBIT A - PRICING PAGE Pipestem Resort State Park Renovations to McKeever Lodge and Mountain Creek Lodge

#### ADDITIVE ALTERNATES

<b>"B" Alternate No. 1 - <u>ADD</u> T</b> SPA AS INDICATED ON THE	O THE BASE BID ALL LABO DOCUMENTS.	R AND MATERIAL TO	O INSTALL T	'HE

Total "B" Alternate No. 1
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.
Written in numbers.

\$442,279.00

Total "B" Alternate No. 1 Bid: Lump sum for all labor, materials, and equipment necessary for a complete project.

Written in words.

Four Hundred Forty-Two Thousand Two Hundred Seventy-Nine Dollars

"C" Alternate No. 2 - ADD TO THE BASE BID ALL LABOR AND MATERIAL TO INSTALL THE 7TH FLOOR GUEST BATHROOMS AS INDICATED ON THE DOCUMENTS.

Total "C" Alternate No. 2
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.

\$315,121.00

Written in numbers.

Total "C" Alternate No. 2
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.
Written in words.

Three Hundred Fifteen Thousand One Hundred Twenty-One Dollars

"D" Alternate No. 3 - ADD TO THE BASE BID ALL LABOR AND MATERIAL TO PERFORM DRYWALL REPAIR AS INDICATED ON THE DOCUMENTS.

Total "D" Alternate No. 3
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.

Written in numbers.

\$4,020.00

# EXHIBIT A – PRICING PAGE Pipestem Resort State Park Renovations to McKeever Lodge and Mountain Creek Lodge

Total "D" Alternate No. 3
Bid: Lump sum for all labor.
materials, and equipment
necessary for a complete
project.
Written in manda

Four Thousand and Twenty Dollars

"E" Alternate No. 4 - ADD TO THE BASE BID ALL LABOR AND MATERIAL TO INSTALL DINING ROOM EXTERIOR WINDOWS AS INDICATED ON THE DOCUMENTS.

Total "E" Alternate No. 4
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.
Written in numbers.

\$101,796.00

Total "E" Alternate No. 4
Bid: Lump sum for all labor,
materials, and equipment
necessary for a complete
project.
Written in words.

One Hundred Seventy-Nine Thousand Seven Hundred Ninety-Six Dollars

Total Bid Amount is the TOTALS of A + B + C + D + E =

4,509,216.00

Four Million Five Hundred and Nine Thousand Two Hundred and Sixteen Dollars



# **CONTRACTOR LICENSE**

Authorized by the

## West Virginia Contractor Licensing Board

Number:

WV001196

#### Classification:

ELECTRICAL CENERAL 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, 2020

AUGUST 06, 2021

Chair, West Virginia Contractor

Licensing Board

This license, ar a copy thereof, must be posted in a conspicuous place at every construction sine where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and birding contracts. This license caonot be assigned or transferred by Heonace, housed under provisions of West Virginia Code, Chapter 21, Article 11,

ACORD



page 2 of 3

Clien1#: 1538974

IBLANHICON

## CERTIFICATE OF LIABILITY INSURANCE

DATE MINIDONTAL

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 IBSUING INSURER(S). AUTHORIZED

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) inset have ADDITIONAL INSURED provisions of 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 andorsement(s).

PHODUCEN PAME Janet Poling McGriff Insurance Services PHONE (AC NO MA): 304 346-0806 300 Summers Street, Sulle #650 AC NO. 6887513002 Appairse 100ling@mcgriffinsurance.com Charleston, WV 25301 304 345-0806 maurea(6) appoints confrage INCHER A WEST BIR NATIONAL INSURANCE COMPANY NAJC # NOUHAD 24120 Danhill Construction Company unduring Brickspress Motual Insurance Company 12372 P D Box 685 INSURED E Gauley Bridge, WV 25085 M51,700 5 INCURER F COVERAGES CERTIFICATE NUMBER

THIS IS TO PERHIPS THAT THE POLICIES OF INSURANCE HISTED SHOW HAVE BEEN ISSUED TO THE INSURED ABOVE TOR FOR PROCESSION NOR AND ABOVE OR INSURANCE HISTED SHOW HAVE BEEN ISSUED OF MANY PERTAIN THE INSURANCE AT DRIVED BY THE POLICIES DESCRIPT WHICH THE EXCLUSIONS AND CONDITIONS OF ANY CONTRACTOR STREET POLICIES TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH OCCURRENCE AND ADDITIONS OF SUCH OCCURRENCE. WINDDIALAN WELDIALAN POLICY WINDER A X COMMERCIAL GENERAL CABILITY X K TRA0546113 07/01/2020 07/01/2021 · · · · · · · · · · · · · · · JAMANACA X CENTE , 2.000,000

The state of the s X XCU included 500,000 X Contractual Lisb. Barbara Barbara 5.000 I calle a consecut and all a con-5 million | 2.000,000 Hamilton X Mag Arter School Contract . 2.000,000 1141 \*1 1 1 2,000,000 AUTOMOBILE LIAGRATY X X 7R40548113 07/01/2020 07/01/2021 The World The Control of the X mara = Control of the State of the Sta 1 300,000 mail of the mail continues of T-17 -- 1 9047 X DRUBERTY PAGE X 100 - 10 X X TRA0548113 07/01/2020 07/01/2021 (20m july aparture) FACESS LIND -7 000,000 X Bu this eye WORKETS COMPENSATION
AND CAMPONIC CAMPONIA THE TOTAL THE 7,000,000 X WCB1008781 07/01/2020 07/01/2021 X 1 5 V n'A includes Mandalory in Nist WV Broad Form Emplayers 1.000,000 Liability Section A P F C 415 . 23-4.2 1,000,000

DESCRIPTION OF OPERATIONS - LOCATIONS - VEHICLE LATERIA IN ARRIVATE PRINTER STRACTURE MAY TO DESCRIPTION TO SPACE IS LALLED TO WORKERS COIND INTO MINISTER OF THE COURSE O

Volumary Compensation : Other States Coverage

Proprietors/Parmers/Executive Officers/Members Excluded:

Robert Hill, President

Rebocca Hill, Secretary/Treasurer

(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION Danhill Construction Company SHOULD ANY OF THE ABOVE DESCRIBED POLICIES DE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCOMBANCE WITH THE POLICY PROVISIONS P D Box 685 Gauley Bridge, WV 25085 AU HURSED HEDRESENTATIVE 76 Spinely 6 1986-2015 ACORD CORPORATION All rights roserved.

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