



SERVICE AGREEMENT

REQ#

I, Danhill Construction Co agree to perform the service(s) detailed below for BridgeValley at the location(s) identified as 2001 Union Carbide Dr, South Charleston, WV 25303

Service(s) Description	Furnish materials and labor to demolish existing walls and install an operable partition between classrooms 321 and 322.
------------------------	--

Date(s) of Service	From <u>05/19/25</u> To <u>09/30/25</u>
Rate of Pay	\$ <u>131,400</u> per <u>project</u>
Not to exceed	\$ <u>131,400</u> for the entire term of the contract.

NOTE: Anticipated travel expenses must be incorporated into the vendor's fee. Travel will NOT be reimbursed by BridgeValley and is the sole responsibility of the vendor. BridgeValley is not responsible for any taxes resulting from services provided as an Independent Contractor. Vendors acting on behalf of the College are to provide, when applicable, Certificates of Insurance naming BridgeValley as an additional certificate holder.

Current full-time state agency employees of West Virginia, the below certification MUST be completed.

It is hereby certified that the service(s) to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ from the State of West Virginia for full-time

employment during the current fiscal year will be \$ _____

The vendor serves as _____ with the title of _____

and certified by _____

APPROVED BY:

BRIDGEVALLEY COMMUNITY & TECHNICAL COLLEGE

AGENCY

Authorized Signature of Agency

CFO

Title

2001 UNION CARBIDE DRIVE, CHARLESTON, WV 25303

Agency Address

Date

5/16/25

Danhill Construction Co

VENDOR

Vendor's Signature

PO Box 685, Gauley Bridge, WV 25085

Vendor Address

*****8251

BRIDGEVALLEY (B#) or FEIN - *Do NOT use Social Security Number.

Date

5-15-25

Approved as to form this _____ day of _____

John L. McCuskey, Attorney General

By: _____

*See Reverse Side for Terms and Conditions

STANDARD TERMS AND CONDITIONS

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **CONTRACT TERM; RENEWAL; EXTENSION:** The initial contract term will be for a period of N/A. This contract may be renewed upon mutual consent for N/A successive years. Any request for renewals should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.
3. **AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.
4. **QUANTITIES:** The quantities required under this Contract shall be identified in the Purchase Order.
5. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn, and signifies acceptance of the terms and conditions unless otherwise indicated.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
7. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not expressly identified prior to award.
8. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the Commission/Institution may notify the vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
9. **CANCELLATION:** The Commission/Institution reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.
10. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution or West Virginia Code, is void and of no effect.
11. **MODIFICATIONS:** Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission/Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
12. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
13. **VENDOR RELATIONSHIP:** The relationship of the vendor to the Commission/Institution shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract.
14. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless, the State and the Commission/Institution, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
15. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §5-22-1(f), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
16. **CONFLICT OF INTEREST:** Vendor, its officers, members, or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Commission/Institution.
17. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code §6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract.
18. **PROHIBITION AGAINST USED OR REFURBISHED:** Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
19. **VOID CONTRACT CLAUSES -** The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §SA-3-62, which automatically voids certain contract clauses that violate State law.

Client#: 1638974

18DANHICON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 LLC 300 Summers Street, Suite 150 Charleston, WV 25301 304 346-0806		CONTACT NAME: PHONE (A/C, No, Ext): 304 346-0806 E-MAIL: certificatesvaww@mcgriff.com ADDRESS:		FAX (A/C, No):
INSURED Danhill Construction Company P O Box 685 Gauley Bridge, WV 25085-0685		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield National Insurance Company INSURER B: NorthStone Insurance Company INSURER C: Berkley Assurance Company INSURER D: INSURER E: INSURER F:		NAIC # 24120 13045 39462

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X X	TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X X	TRA0548113	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$0		TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	WCN6010562 Includes Broad 23-4-2	07/01/2024 Employers Form of WV	07/01/2025 Liability Section Code	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liab.		PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim
C	Professional Liab		PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim

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

** Workers Comp Information **

Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Robert Hill, President

Rebecca Hill, Secretary/Treasurer

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Bridge Valley Community & Technical College 2001 Union Carbide Dr. South Charleston, WV 25303	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 <i>Jeremy B. Stanley</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Waiver of Subrogation included with respects to General Liability and Automobile Liability where required by written contract. Waiver of Subrogation included with respects to Workers Compensation where required by written contract.

Project: Bridge Valley Nursing Classroom Project

Bridge Valley Community & Technical College is included as an Additional Insured including Waiver of Subrogation with respects to General Liability where required by written contract.

PERFORMANCE BOND

Bond No. 475902Y

KNOW ALL MEN BY THESE PRESENTS:

That Danhill Construction Company P.O. Box 685, Gauley Bridge, WV 25085
(Contractor name, complete address including ZIP Code and legal title)
as Principal, hereinafter called Contractor, and Ohio Farmers Insurance Company
(Surety name and complete address including ZIP Code)
P.O. Box 5001, Westfield Center, OH 44251-5001 a corporation organized and existing under
the laws of the State of OH, with its principal office in the City of Westfield Center
as Surety, hereinafter called Surety, are held firmly bound unto BridgeValley Community & Technical College
(Owner name, complete address including ZIP Code and legal title)
2001 Union Carbide Drive, South Charleston, WV 25303
as Obligees, hereinafter called Owner, in the amount of One Hundred Thirty One Thousand Four Hundred Dollars and 00/100
Dollars (\$131,400.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, Contractor has by written agreement dated May 19, 2025
entered into a contract with Owner for Furnish materials and labor to demolish
existing walls and install an operable partition between classrooms 321 and 322 - According to Plans & Specifications
in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this * 19th day of May, 2025

Principal Corporate Seal

Danhill Construction Company (Seal)
(Contractor Name)

BY: Robert D. Hill (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

Robert D. Hill President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Surety)

BY: Patricia A. Moyer (Seal)
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____
6. Notary Seal _____
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Fayette to-wit: _____
11. I, Cheryl Lynn Lawrence, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Robert D. Hill
13. who as, President signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of May, 2025
16. Notary Seal  _____
17. Cheryl Lynn Lawrence
(Notary Public) Cheryl Lynn Lawrence
18. My commission expires on the _____ day of July, 2026

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: _____
21. I, Kimberly J. Wilkinson, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Patricia A. Moye, WV Resident Agent
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Ohio Farmers Insurance Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ 19th day of May, 2025
26. Notary Seal  _____
27. Kimberly J. Wilkinson
(Notary Public) Kimberly J. Wilkinson
28. My commission expires on the _____ 24th day of July, 2027
- Official Seal
Notary Public, State of West Virginia
Kimberly J. Wilkinson
McGriff Insurance Services
300 Summers Street, Suite 650
Martinsburg, WV 25301
My Commission Expires July 24, 2027
Sufficiency in Form and Manner
of Execution Approved

This _____ day of _____

By: _____

Attorney General

(Deputy Attorney General)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **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 **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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, any and all bonds, 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **03rd** day of **OCTOBER** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **03rd** day of **OCTOBER** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **May** A.D., **2025**



Frank A. Carrino, Secretary

Bond No. 475902Y

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Danhill Construction Company P.O. Box 685, Gauley Bridge, WV 25085
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and Ohio Farmers Insurance Company
(Surety name and complete address including ZIP Code)

P.O. Box 5001, Westfield Center, OH 44251-5001 a corporation organized and existing under
the laws of the State of OH, with its principal office in the City of Westfield Center

as Surety, hereinafter called Surety, are held firmly bound unto BridgeValley Community & Technical College
(Owner name, complete address including ZIP Code and legal title)

2001 Union Carbide Drive, South Charleston, WV 25303

as Obligor, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of

One Hundred Thirty One Thousand Four Hundred Dollars and 00/100 Dollars (\$131,400.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 19, 2025

entered into a contract with Owner for
Furnish materials and labor to demolish existing walls and install an operable partition between classrooms 321
and 322 - According to Plans & Specifications
in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, laborers, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * 19th day of May, 2025

Principal Corporate Seal

Danhill Construction Company (Seal)
(Contractor Name)

BY: Robert D. Hill (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

Robert D. Hill President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Surety)
BY: Patricia A. Moye (Seal)
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

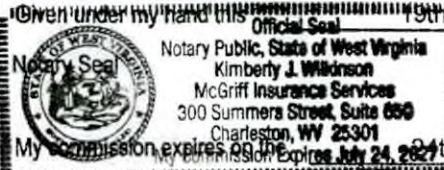
Acknowledgment by Principal if Individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the _____
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Fayette to-wit: _____
11. I, Cheryl Lynn Lawrence, a Notary Public in and for the _____
12. county and state aforesaid, do hereby certify that Robert D. Hill
13. who as, President signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of May, 2025
16. Notary Seal  17. Cheryl Lynn Lawrence
(Notary Public) Cheryl Lynn Lawrence
18. My commission expires on the 27th day of July, 2026

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: _____
21. I, Kimberly J. Wilkinson, a Notary Public in and for the _____
22. county and state aforesaid, do hereby certify that Patricia A. Moye, WV Resident Agent
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Ohio Farmers Insurance Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of May, 2025
26. Notary Seal  27. Kimberly J. Wilkinson
(Notary Public) Kimberly J. Wilkinson
28. My commission expires on the _____ day of July, 2027

Sufficiency in Form and Manner
of Execution Approved

Attorney General

By: _____

(Deputy Attorney General)

This _____ day of _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **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 any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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, any and all bonds, 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 03rd day of **OCTOBER** A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 03rd day of **OCTOBER** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of **May** A.D., 2025



Frank A. Carrino, Secretary

Danhill Construction Co.

P.O. Box 685
Gauley Bridge, WV 25085
Office: (304) 632-1600

Bid Form

Dated : 5/5/2025

Submitted By: Danhill Construction Company
West Virginia Contractors License Number: WV-001196

Submitted To: BridgeValley Community & Technical College

The Contactor hereby proposes to furnish all material, labor, tools, taxes, and equipment necessary for the satisfactory and complete installation.

Base Bid:

For the sum of One Hundred Twenty Two Thousand dollars and zero cents. \$ 131,400.00

Unite Price:

360 SQ Feet Three Hundred Thirty eight dollars and Eighty Eight cents 365.00 Total \$
131400.00

Signature of Bidder
Firm: Danhill Construction Company

By: Robert D Hill

P.O. Box 685
Gauley Bridge WV 25085

Title: President

Danhill Construction Co.

P.O. Box 685
Gauley Bridge, WV 25085
Office: (304) 632-1600
Cell: (304) 663-5761
Contractor License #WV001196

May 6, 2025

BridgeValley Community & Technical College

RE: Nursing Classroom Remodeling

To Whom It May Concern:

We are pleased to submit our bid to provide professional design-build services for the above-referenced project.

Danhill Construction Company, Inc. is a highly qualified and experienced commercial general contracting firm providing services to local, state, and federal industrial and commercial clients throughout West Virginia.

For over 40 years, Danhill Construction has consistently completed projects on time and within budget. With this bid, we are including detailed information about our qualifications and experience. We believe our long-standing reputation for excellence speaks for itself. However, if you would like to meet to discuss our company, our team, or your project further, we would greatly appreciate the opportunity.

Please contact me if you have any questions or need further information.

Sincerely,



Robert D. Hill
President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company
of Gauley Bridge, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, 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
RFP# BV2425-004 NURSING CLASSROOM REMODELING - 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 Oblige 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 5th day of May, 2025.

Principal Seal

Danhill Construction Company

(Name of Principal)

By Robert D Hill
(Must be President, Vice President, or
Duly Authorized Agent)

Robert D. Hill President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)

By Patricia A Moya
Patricia A. Moya, 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 SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **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 any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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, any and all bonds, 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

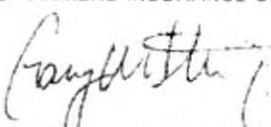
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 03rd day of **OCTOBER** A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss:

On this 03rd day of **OCTOBER** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





State of Ohio
County of Medina ss:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of May A.D., 2025




Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

EXHIBIT E

ADDENDUM ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSALS/REQUEST FOR BIDS NO.: BV2425-004

Instructions: Please acknowledge receipt of all addenda issued with this RFP/RFB by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ 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 Commission/Institution 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

Robert D Hill

Authorized Signature

4/05/2025

Date

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

EXHIBIT D

BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

1. DESIGNATED CONTACT: Vendor appoints the individual identified as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert D Hill

(Name, Title)

Robert D Hill President

(Printed Name and Title)

PO Box 685, Gauley Bridge WV 25089

(Address)

304-632-1600

(Phone Number)

dan.hill@danhillconstruction.com

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFP/RFB 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 Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFP/RFB, 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.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

Danhill Construction Company

(Company)

Robert D Hill President

(Authorized Signature) (Representative Name, Title)

Robert D Hill President

(Printed Name and Title of Authorized Representative)

4/5/2025

(Date)

304-632-1600

(Phone Number)

Form Origination Date: 03/30/2022



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

I, Robert D Hill, 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: Robert D Hill

Signature: Robert D Hill

Title: President

Company Name: Danhill Construction Company

Date: 5/05/2025

STATE OF WEST VIRGINIA,

COUNTY OF Fayette, TO-WIT:

Taken, subscribed and sworn to before me this 5th day of May, 2025.

By Commission expires July 27, 2026

(Seal)



Cheryl Lynn Lawrence
 (Notary Public)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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	CONTACT NAME		
McGriff Insurance Services LLC	PHONE (A.C. No. Ext.)	304 346-0806	FAX (A.C. No.)
300 Summers Street, Suite 150	E-MAIL ADDRESS	certificatesvawv@mcgriff.com	
Charleston, WV 25301			
304 346-0806			
INSURED	INSURER(S) AFFORDING COVERAGE		NASC #
Danhill Construction Company	INSURER A Westfield National Insurance Company		24120
P O Box 685	INSURER B NorthStone Insurance Company		13045
Gauley Bridge, WV 25085-0685	INSURER C Berkley Assurance Company		39462
	INSURER D		
	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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER LIMIT X PER X ACC OTHER	X X	TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (E&A EXCEPTED) \$500,000 MED EXP. Any one person \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - REMOVAL OR AGE \$2,000,000 \$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOES (Veh. & HOLD AUTOES (Veh. & SCHEDULED AUTOES NON-OWNED AUTOES AUTOMOBILES	X X	TRA0548113	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (E&A EXCEPTED) \$1,000,000 BODILY INJURY - Third Person \$ BODILY INJURY - Own accident \$ PROPERTY DAMAGE (No accident) \$ \$
A	X UMBRELLA LIAB X ACCUR EXCESS LIAB (E&A EXCEPTED) DEC X RETENTION \$0		TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER (E&A EXCEPTED) (Mandatory in NH) EXCLUDED (E&A EXCEPTED) EXCLUDED (E&A EXCEPTED) EXCLUDED (E&A EXCEPTED)	X	WCN6010562	07/01/2024	07/01/2025	X PER STATUTE OTHER E&A EACH ACCIDENT \$1,000,000 E&A EMPLOYEE \$1,000,000 E&A POLICY LIMIT \$1,000,000
C	Pollution Liab.		PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim
C	Professional Liab		PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim

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

**** Workers Comp Information ****

Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded

Robert Hill, President

Rebecca Hill, Secretary/Treasurer

(See Attached Descriptions)

Robert D. Hill

CERTIFICATE HOLDER	CANCELLATION
Danhill Construction Company P O Box 685 Gauley Bridge, WV 25085	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Frederic B. Stanley</i>

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Waiver of Subrogation included with respects to General Liability and Automobile Liability where required by written contract. Waiver of Subrogation included with respects to Workers Compensation where required by written contract.

Evidence of Coverage



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV001196

CLASSIFICATION:

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

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

DATE ISSUED

AUGUST 06, 2024

EXPIRATION DATE

AUGUST 06, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



April 30, 2025

**RE: Danhill Construction Company
P. O. Box 685, Gauley Bridge, WV 25085**

To Whom It May Concern:

Danhill Construction Company has been a valuable customer of our agency for over 10 years. We are pleased to provide both their insurance and bonding requirements.

During this period, our agency has agreed to issue bonds for single projects in excess of \$26,000,000 and have issued bonds totaling \$30,000,000. We have never received any complaints regarding the quality of workmanship or their ability to complete a project on time. Currently, bonding capacity is \$20,000,000.

Currently, Danhill Construction Company is bonded by Ohio Farmers Insurance Company which is listed on the U.S. Department of Treasury, Federal Register, Circular 570 of approved sureties. Their treasury listing is \$263,207,000 and their AM Best rating is A (Excellent).

Ohio Farmers Insurance Company would be pleased to provide Danhill Construction Company with any bid, performance and payment bond for your project(s). Ohio Farmers Insurance Company reserves the right to review the contract documents, bond forms and other pertinent underwriting information prior to releasing any bonds.

If I can provide any additional information, please do not hesitate to contact me directly at 304.340.6973.

Sincerely,

Robin Moye

Robin Moye
Senior Account Executive

/rm

300 Summers Street, Suite 150, Charleston, WV 25301
Direct 304.346.0806 Toll Free 800.696.0802

McGriff Insurance Services, Inc.

DANHILL CONSTRUCTION

COMPANY PROFILE

Danhill Construction Company was founded by Robert "Dan" Hill in August of 1984. We are registered as an S Corp with the State of West Virginia and located at 9033 Midland Trail, Glen Ferris, WV 25090.

Dan founded our firm after leaving the teaching profession as an industrial arts professor at West Virginia Technical College. By bringing his heart for teaching and vast construction expertise, he has developed a solid team of professionals both in the field, in project management, and in estimating. Most of our team has been part of the Danhill Construction family for years.

Licenses & Training

In addition to being licensed as a General Contractor for commercial and industrial projects in West Virginia, Dan holds certifications as a Master Electrician and Master Plumber. As a signatory of both the Brotherhood of Carpenters Union and the Laborers Union, our team members undergo comprehensive apprenticeship programs. They also complete OSHA 10 classes and obtain CPR/First Aid/AED certifications, equipping them with essential skills and safety training.

Commitment to a Safe and Professional Workplace

We take great pride in our dedication to maintaining a safe and professional work environment. As a company with zero OSHA violations, our teams remain vigilant on every job site, monitoring for hazardous conditions and potential safety violations. To further enhance safety, we conduct weekly job-specific safety toolbox talks at each job site.

As a full-service general contractor, we can complete projects that include, but are not limited to, the following:

Services Provided

- Construction Design
- Construction Management
- Geotechnical Engineering & Drilling Management
- Demolition & Abatement
- Masonry & Concrete
- Steel Erection & Metal Buildings
- Roofing & Moisture Control

- Glasswork that includes storefront and curtainwall
- Doors & Door Operators
- All types of finishes, including but not limited to, flooring, tile, painting, bathrooms, cabinets & casings, acoustical ceilings
- Equipment & Specialties
- Electric
- Plumbing
- HVAC
- Fire Suppression & Fire Alarms
- Security Systems

Summary

In the upcoming sections, we present a brief overview of the expertise we offer for projects akin to yours. One of our standout qualities is our ability to collaborate effectively with both the owner and the architect, merging creativity and functionality in any space while maintaining high standards of quality.

Robert "Dan" Hill

President / Project Manager

Danhill Construction Company

Mr. Hill founded Danhill Construction in August 1984. Prior to that he was a professor at West Virginia Tech in Montgomery, WV. He combined his dedication to excellence from the US Marines, his heart for teaching, and vast knowledge of construction to build a successful business and dedicated team. As a signatory with the United Brotherhood of Carpenters and the Laborers International Union, he has been able to build a team of field personnel who are highly trained and professional, dedicated to Danhill Construction.



EDUCATION

Bachelor's in Education &
Bachelor's in Industrial Arts

West Virginia University

Master's in Education
Administration

West Virginia University

MILITARY SERVICE

United States Marine Corp

CERTIFICATIONS

Master Electrician License -

Master Plumber License -
PL02910

Contractor License (Electrical;
General Building; HVAC;
Multifamily; Piping; Plumbing;
Residential; Specialty) -
WV001196

Luke Begovich
Project Manager

Danhill Construction

Luke brings to the Danhill team many years of construction experience. He joined our team in 2023. His experience being a Carpenter, Superintendent, to a Union Representative with the UBC. He has been able to work with Architects, Developers and our employees in an efficient manner. His role as a Project Manager has been able to finish his projects on time. This makes him an asset to the team.



DHC Projects Include

- Summers County Elementary School
- Calhoun Middle / High School

Jaime Hobbs

Site Supervisor/Heavy Equipment Operator

Danhill Construction Company

Jaime's contributions to the Danhill team have been nothing short of exemplary. Since joining in 2022, his expertise as a heavy equipment operator has not only enhanced operational efficiency but also set a high standard for safety and communication. His role involves the critical tasks of transporting, operating, and maintaining the company's fleet of equipment, where his meticulous attention to detail ensures both productivity and safety. Moreover, Jaime's leadership skills shine during Safety Tool Talks, where he educates his team on recognizing potential hazards, fostering clear communication, and the importance of using appropriate Personal Protective Equipment. His proactive approach in promoting a culture of safety and vigilance has undoubtedly contributed to a safer work environment, making him an invaluable asset to the team.



DHC Projects Include:

- Elk Elementary Pool Renovations for Kanawha County BOE
- Renovations for Goodwill Industries
- Pipestem Upper and Lower Tram Platforms
- Lakin Correctional Facility Lightning Protection Installation
- Buzz Foods installation of new walk-in cooler
- New construction of residential home

Cheryl Lawrence

Construction Assistant

Danhill Construction Company



Cheryl brings over 25 years of business administration and management experience with the majority of those years in building management and construction. She also worked as a Technical Writer for Exelon Delivery's Safety, Training & Environmental department, where she supported both Philadelphia and Chicago's divisions of Energy Delivery in developing business processes and procedures to ensure safe working standards and efficient work processes.

She also worked for 15 years in the nonprofit sector as a building manager and program developer for community services.

She joined Danhill Construction in 2021 and supports the company in a variety of ways, including:

- Job costing, WIP reports, and financial oversight of the company
- Coordinates the safety talks that our site supervisors perform.
- Assists Dan in managing his projects and in preparing estimates
- Supports the project managers in daily tasks

PLAN OF APPROACH

Danhill Construction believes in a team approach for the development of projects. Therefore, our first task will be to meet with BridgeValley to confirm the preliminary design and needs of the project as well as who should receive communication throughout the project. We will be sure to keep the designated contacts from Bridgevalley apprised of all important matters.

Safety is of foremost importance to Danhill Construction. We will have safety meetings every week for our employees and contractors, which pertain to the work and equipment that is relevant for that week. All records will be kept on site and in our office.

DESIGN PHASE:

We will work with our steel supplier and sub-contractor to design the steel support system for the operable partition.

CONSTRUCTION PHASE:

Mobilization & Demolition:

- Begin Mobilizing our employees and equipment to the project.
- We will put up our plastic partitions around the work site.
- We then start the demolition process of the metal stud walls between classroom 321 and 322

Metal Chancel Installation:

- Install the Metal support system as required for the operable partition from our steel supplier and our sub-contractor.

Interior Building Construction:

- Install metal studs in the configuration of the layout of the operable partition pocket.
- Install the necessary rough-in for electrical for the motorized operable partition and any electric in the metal Studs as needed. Move any plumbing fire protection and electric.
- Install 5/8" drywall on the metal stud walls of the operable partition pocket.
- Paint all new metal stud walls at operable partition pocket.
- After painting is complete, we will install a metal drop ceiling grid and ceiling tiles.
- Install vinyl flooring in the floor patch.
- Install rubber base on all walls of the operable partition pocket.
- Installation of the motorized operable partition. Finish the electric for the motorized operable partition

FINAL ITEMS:

- We will take down our plastic partition.
- We will start our final cleanup of the area we worked in.
- Provide closeout documentation to include O & M Manuals

Lincoln County Wayne Senior Center

Design & Renovation



Contract for Design: \$30,332.50

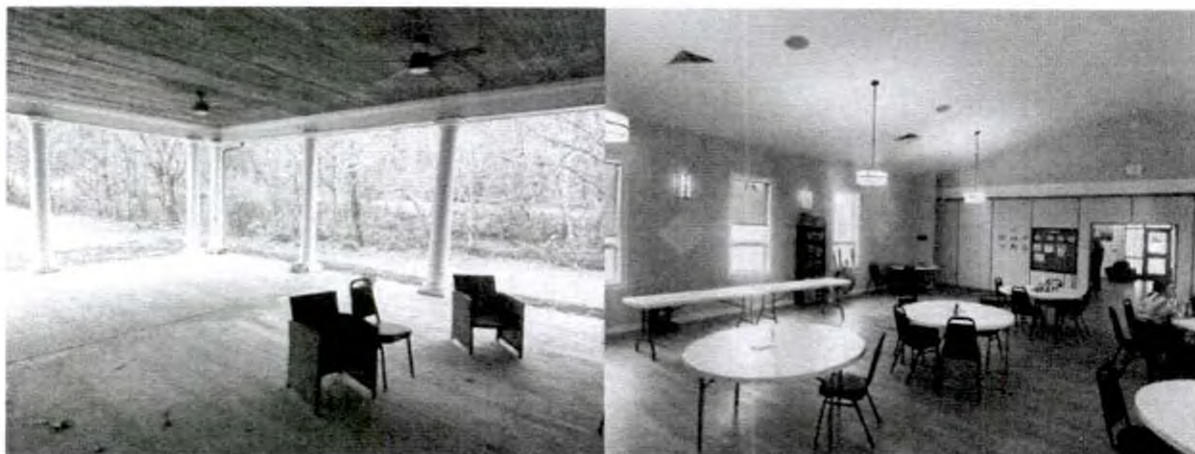
Owner: Lincoln County Opportunity
Company

William Carpenter, 304-824-3448

Contract for Renovations: \$491,009

Completion Date: June 2022

In partnership with ZMM Architects & Engineering, we renovated a former church building into a multipurpose senior center for Lincoln County. The work included demolition and reconstruction of waste disposal, gas lines and water & sewage lines. We also needed to do some sidewalk and paving of their parking lot. We also installed new doors and windows including an overhead garage door. For interior work it included new electrical and plumbing throughout. Finish work included new acoustical ceiling tiles, floor and quarry tile, and painting throughout. We designed and installed a new kitchen complete with all appliances that are code compliant for the food prep that they do on a daily basis.



Spanishburg Elementary

Renovations



Contract Amount: \$4,481,472

Owner: Mercer County Board of
Education Leslie Wellman
LWellman@k12.wv.us
(304) 487-1551

Architect: ZMM Architects & Engineers

Completion Date: August 2024

This project included a new roof, HVAC and renovations. We performed selective demolition in various parts of the school. We also poured new concrete and performed masonry work on the exterior wall. There were several storefronts and egress windows as well as storefront entrances installed. For the interior portion of the project, we performed steel framing and drywall installation/finishing, installed acoustical ceiling tiles, new tile flooring and base, and painting. New HVAC was installed throughout the school. New electric and lighting was run throughout the renovated area. A new fire alarm system was also installed.

Hawks Nest State Park Lodge & Pool

Renovations



Contract: \$3,423,493

Owner: West Virginia Department of
Natural Resources

Architect: WYK Associates

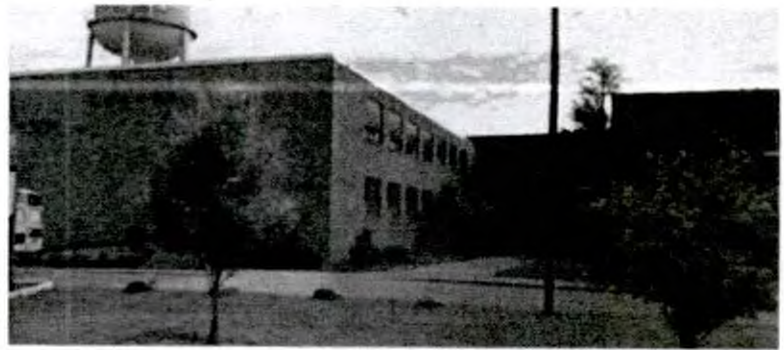
Completion Date: August 2021

This project included complete renovations of the 31 guest rooms, lobby, entranceway, and swimming pool. In addition to renovating the pool, we added a new splash pad feature. We poured concrete for new steps, ramps and curbs. A retaining wall, decorative fencing and landscaping was also installed.

The interior work, included new carpet flooring, tile flooring, and base. The ceilings were replaced with new acoustical tiles or wood panel ceilings. New storefronts and windows were installed as well as window finishes that included marble window sills, curtains, and shades. Painting was done throughout and new signage was installed. Bathrooms were renovated with new fixtures and finishes. There was new plumbing, electric and HVAC run throughout as well as several fireplaces with natural gas logs.

Athens Elementary

Renovations



Contract Amount: \$5,074,411

Owner: Mercer County Board of
Education Leslie Wellman
LWellman@k12.wv.us
(304) 487-1551

Architect: ZMM Architects & Engineers

Completion Date: August 2024

Athens Elementary School's renovations mirrored Spanishburg's as listed on the previous project. This project included a new roof, HVAC, and renovations. We performed selective demolition in various parts of the school. We also poured new concrete and performed masonry work on the exterior wall. There were several storefronts and egress windows as well as storefront entrances installed. For the interior portion of the project, we performed steel framing and drywall installation/finishing, installed acoustical ceiling tiles, new tile flooring and base, and painting. New HVAC was installed throughout the school. New electric and lighting systems were run throughout the renovated area. A new fire alarm system was also installed.

There were some additional items added that included relocating and replacing a hot water heater, rerouting the underground condensate yard drain, and upgrading some of the gas piping.



DANHILL
CONSTRUCTION

Management Systems

Charleston Goodwill Main Campus Redevelopment

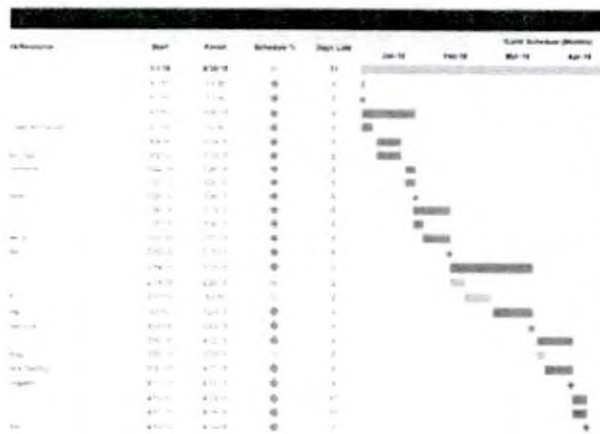
Scheduling & Estimating

Dan and his team conduct weekly reviews of projects that are currently open for bidding. During this evaluation, we determine the general scope of work, along with the timeline for project initiation and completion dates, as well as the availability of crews with the necessary skills.

- A member of the project management team will attend a pre-bid meeting, regardless of whether it is mandatory, to gain a clearer understanding of the project and to inspect the site firsthand.
- Following the pre-bid, we will decide whether to proceed. If we choose to move forward, an estimator is assigned to thoroughly review the specifications and drawings for a complete takeoff.
- Subcontractor work will be put out for bids. *(See below for more information about our subcontractor process.)*

Throughout this entire process, Danhill Construction is committed to securing the best price for the quality of work that your project deserves. If possible, we will work directly with a manufacturer instead of a third party to offer a more competitive price.

Construction Schedule



One of the first things we do when awarded a project is develop a construction schedule. This allows everyone to see the tasks at hand, who they are assigned to (if applicable), how long each task should take, and any items that are reliant on another in order to be performed. This live document is available for the entire team so that at any time, you can get a quick update on where the project is and what is happening next.

The Construction Schedule is reviewed at every progress meeting as well.

Cost Control System

In order to monitor project costs, we create a Schedule of Values for every job. This allows the owner and the architect to see the costs for all of the various tasks to complete the project. It will also be further divided into materials and labor, where applicable. This allows you to see how upgrades or downgrades to products and materials affect your price during the design phase.

Once the design portion of the project is complete, we continue to utilize the schedule of values to monitor costs for each line item. This ensures that we remain in budget throughout the project. We also run a Estimate vs Actual report on a weekly basis through our accounting software to make sure that it reflects the same data our project managers have. On a monthly basis, we update the Work-In-Progress (WIP) report, which is submitted to our CPA, banker and bonding company along with our company financials. They review these reports to make sure the company is doing well financially and keeping accurate records.

Subcontractor Selection & Coordination

We encourage W/MBE as well as veteran-owned businesses to bid.	All subcontractors must be licensed, insured, and reputable in their trade	98% of the subcontractors we use, have successfully completed projects with us in the past.	Our Project Managers check in with the site supervisor daily to address any questions or scheduling concerns of the subcontractor.	We are proud of the relationship we have built over the years and that our subcontractors continue to successfully complete projects with us.
--	--	---	--	---

Danhill Construction Company

References

Client References:

Buzz Food Services -- Dickinson Gould (304) 925-4781

WV Dept Corrections & Rehabilitation - Philip Farley (304) 549-1050

Mercer County Schools - Leslie Wellman (304) 487-1551

Architect References

ZMM Architects & Engineers - Blair Frier (304) 342-0159

Williamson Shriver Architects - Ted Shriver (304) 345-1060

Alpha Associates, Inc. - Rebecca Key (304) 296-8216

Bank Reference

Huntington National Bank - Tegan Easterday (304) 348-5058

Subcontractor References

Gauley Home Furnishings - Phil O'Dell (304) 632-1322

A.J. Vater - Dan Vater (412) 331-4477

Plateau Electric - Rodney Toney (304) 465-0947

**REQUEST FOR PROPOSALS # BV2425-004
NURSING CLASSROOM REMODELING**

Table of Contents

Section 1	General Information and Instructions to Bidders.....	Page 2
Section 2	Background Information.....	Page 2
Section 3	Scope of Services.....	Page 3
Section 4	Vendor Information and Qualifications.....	Page 3
Section 5	Bidder Responses and Evaluation Criteria.....	Page 4

Exhibits:

Exhibit A	Instructions to Bidders
Exhibit B	General Terms and Conditions
Exhibit C	Emailing Requirements
Exhibit D	Signature/Certification
Exhibit E	Addendum Acknowledgement
Exhibit F	Classroom Map & Photos

Questions will be received until 3:00 PM on April 18, 2025 @ 3 PM

Proposals will be received until 3:00 PM EST on May 5, 2025 @ 3 PM

REQUEST FOR PROPOSALS

RFP# BV2425-004 NURSING CLASSROOM REMODELING

SECTION 1: GENERAL INFORMATION

1.1 Introduction: BridgeValley Community & Technical College (hereinafter referred to as "BVCTC") is soliciting bids pursuant to West Virginia Code §5A-3-10b to furnish materials and labor to install an operable partition between rooms 321 and 322 in building 2000.

1.2 Instructions to bidders: See Exhibit A for bidder instructions.

1.3 General terms and conditions: See Exhibit B.

1.3 Schedule of Events:

Release of RFP: April 7, 2025

Question Deadline: April 18, 2025 @ 3 PM

Addendum/Response to Questions: April 22, 2025

Proposal Due Date: May 5, 2025 @ 3 PM

Target Award Date: May 19, 2025

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted at <https://www.wvhepc.edu/resources/purchasing-and-finance/> and <https://www.bridgevalley.edu/offices/operations/purchasing-information.html>

1.5 Proposals shall remain in effect ninety (90) days from the submission date.

1.6 Expenses: The state will not be held liable for any expenses incurred by any bidder responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

1.7 Award: It is anticipated that a single contract will be awarded for all services. However, the state reserves the right to configure the contract in whatever manner is in its' best interests.

SECTION 2: BACKGROUND INFORMATION

BridgeValley Community and Technical College was formed in 2014 with the merger of Bridgemont and Kanawha Valley Community and Technical Colleges. BridgeValley is accredited by the Higher Learning Commission. The service region for the multi-campus institution that includes Fayette, Kanawha, Clay, and Putnam counties.

SECTION 3: SCOPE OF SERVICES

This RFP may contain mandatory provisions identified by the use of the words “must, will and shall”. Failure to comply with a mandatory term in the RFP will result in bid disqualification.

3.1 The vendor shall furnish materials and labor to demolish existing walls and install an operable partition between rooms 321 and 322. This project includes:

- 3.1.1 Removing acoustical ceiling as required for the work space.
- 3.1.2 Erecting temporary plastic partitions around the work area.
- 3.1.3 Demolition of the metal stud wall between classrooms 321 and 322.
- 3.1.4 Design and construction of a steel support system for the operable partition.
- 3.1.5 Construction of new stud walls for the operable partition pocket.
- 3.1.6 Floor patching with new accent color where metal stud wall was removed.
- 3.1.7 Painting of new stud walls at operable partition pocket.
- 3.1.8 Reset and reconfigure acoustical ceiling as needed.
- 3.1.9 Move mechanical, plumbing, fire protection, or electrical components as needed
- 3.1.10 Installation of motorized operable partition.
- 3.1.11 Power to motorized operable partition.

SECTION 4: VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following:

- 4.1 Identify and provide a statement of qualifications of individuals to be assigned direct responsibility for the services and description of vetting process to validate subject matter expertise.
- 4.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.
- 4.3 Describe the Firm’s size, illustrating its ability to fulfill the terms of the RFP.

4.4 Describe any related experience.

4.5 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to coordinate requested items.

4.6 Provide a proposed schedule that ensures completion of the services.

4.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

SECTION 5: BIDDER RESPONSE AND EVALUATION CRITERIA

5.1 Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. **Failure to respond to any bullet points listed above will result in deduction of points.**

NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE EMAIL OR SEALED ENVELOPE LABELED AS PRICING INFORMATION.

5.2 Proposals should be limited to 50 pages. Additional material may be presented as exhibits to the main proposal.

5.3 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

Vendors failing to score at least 70% or 49 points for Sections 5.3.1 and 5.3.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.

5.3.1 Qualifications, Experience and Company Background – 30 points

Responses to Section 4 will be reviewed and evaluated here.

5.3.2 Services – 40 points

Responses to Section 2 and 3 will be reviewed and evaluated here.

- 5.3.3 Price – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.
- 5.4 Award will be made to the bidder receiving the highest point total.
- 5.5 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the state reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

EXHIBIT A - INSTRUCTIONS TO BIDDERS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain an RFP/RFB for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Request for Proposals (RFP) or Request for Bids (RFB). Failure to do so may result in disqualification of vendor's bid.

2. MANDATORY TERMS: The RFP/RFB may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the RFP/RFB will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this RFP/RFB.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

2001 Union Carbide Dr, South Charleston, WV 25303, Room 321 - Tuesday, April 15th @ 1 PM

All vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a vendor must list on the attendance sheet his or her name and the name of the vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of vendor's bid.

All vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the RFP/RFB prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this RFP/RFB. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the e-mail address listed in the Schedule of Events to be

considered. Submitted e-mails should have RFP/RFB number in the subject line.

A written response will be published in an RFP/RFB addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this RFP/RFB are preliminary in nature and are nonbinding.

Submit Questions by Deadline in Schedule of Events to: john.galatic@bridgevalley.edu

5. VERBAL COMMUNICATION: Any verbal communication between the vendor and any Institution personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the RFP/RFB by an official written addendum is binding.

6. BID SUBMISSION: All bids must be submitted electronically to the e-mail address identified in the bid document OR mailed/hand delivered to the address below:

Bid delivery address:

BridgeValley Community & Technical College
2001 Union Carbide Drive, South Charleston, WV 25303
Attention: Cathy Aquino

Hand delivered or mailed bids should clearly identify the Bid/RFP Number on the envelope.

For Request for Proposal ("RFP") Responses Only: Mailed/delivered vendor responses should include one (1) original and a flash/thumb drive with an electronic copy of the bid by the date and time shown in Section 7 (below) Additionally, the vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this RFP/RFB will be opened at the location identified below on the date and time listed below. Delivery of a bid, whether by e-mail or delivery, after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: May 5, 2025 @ 3 PM

Bid Opening Location: 2001 Union Carbide Drive, South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this RFP/RFB will be made by an official written addendum. Vendor should acknowledge receipt of all addenda issued with this RFP/RFB by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification. **The bid shall respond to each bullet point listed in Sections 3 and 4. Failure to do so will result in deduction of points.**

Form Origination Date: 03/30/2022

10. ALTERNATE MODEL OR BRAND: Any model, brand, or specification listed in this RFP/RFB establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Institution's sole discretion. Any vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The RFP/RFB contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the RFP/RFB may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: Communication with the Institution or any of its employees regarding this RFP/RFB during the RFP/RFB, bid, evaluation, or award periods, except through the Purchasing Director, is strictly prohibited without prior approval.

13. REGISTRATION: Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the vendor's bid.

15. WAIVER OF MINOR IRREGULARITIES: The Institution reserves the right to waive minor irregularities in bids or specifications .

16. NON-RESPONSIBLE: The Institution reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

17. ACCEPTANCE/REJECTION: The Institution may accept or reject any bid in whole, or in part if it is found to be in the best interest of the Institution.

18. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the RFP/RFB and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Institution constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Institution

will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

19. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Institution reserves the right to request those items after bid opening and prior to contract award

21. EMAIL NOTIFICATION OF AWARD: The Institution will attempt to provide bidders with e-mail notification of contract award when an RFP/RFB that the bidder participated in has been awarded. For notification purposes, bidders must provide the Institution with a valid email address in the bid response. Bidders may also monitor Institution’s websites to determine when a contract has been awarded.

EXHIBIT B - GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Institution's Chief Procurement Officer or Director of Purchasing, or their designee, and approved as to form by the Attorney General's Office constitutes acceptance by the Institution of this Contract made by and between the Institution and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFP/RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this RFP/RFB/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this RFP/RFB/Contract.

2.1. "Agency" or "Agencies" means the agency, institution, board, commission, or other entity of the State of West Virginia that is identified on the first page of the RFP/RFB or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this RFP/RFB.

2.3. "Chief Procurement Officer" or "Director of Purchasing" means the individual authorized to sign Purchase Order/Contracts.

2.4. "Institution" means the entity identified on the first page of the RFP/RFB who is issuing the solicitation.

2.5. "Contract" or "Purchase Order" means the binding agreement that is entered into between the Institution and the vendor to provide the goods or services requested in the RFP/RFB.

2.6. "Award Document" means the document signed by the Institution and approved as to form by the Attorney General, that identifies the vendor as the contract holder.

2.7. "RFP/RFB" means the official notice of an opportunity to supply the Institution with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, institutions, commissions, boards, institutions etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the RFP/RFB, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

[] **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Institution, and the Vendor, with approval of the Attorney General's Office (Attorney General approval is as to form only) for ____ successive years. Any request for renewal should be delivered to the Institution thirty (30) days prior to the expiration date of the contract.

Automatic renewal of this Contract is prohibited.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods/services contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

5. QUANTITIES: The quantities required under this Contract shall be identified in the RFP/RFB/Purchase Order.

6. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the Institution as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, vendor shall provide the Institution with proof that the insurance mandated herein has been continued. Vendor must also provide the Institution with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award.

Vendor must maintain:

☒ **Commercial General Liability/Errors and Omissions Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

[] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

7. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

8. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Institution that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the RFP/RFB unless otherwise indicated.

9. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this RFP/RFB/Contract by the Institution. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

10. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

11. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and/or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

12. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

13. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFP/RFB.

14. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the Institution may notify the vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

15. CANCELLATION: The Institution reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

16. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia
Form Origination Date: 03/30/2022

law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution or West Virginia Code, is void and of no effect.

17. COMPLIANCE WITH LAWS: Vendor or approved Subcontractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

18. ARBITRATION: Any references made to arbitration contained in this Contract, vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

19. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

20. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

21. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by vendor to the Institution such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

22. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the vendor without the express written consent of the Institution and the Attorney General's Office (as to form only).

23. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

24. STATE EMPLOYEES: State employees (including Institution employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.

25. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Institution, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the

Institution's policies, procedures, and rules.

26. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the vendor must provide all necessary releases to obtain information to enable the Institution to verify that the vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

27. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order with the Institution, the vendor agrees to convey, sell, assign, or transfer to the institution all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the Institution. Such assignment shall be made and become effective at the time the Institution tenders the initial payment to vendor.

28. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFP/RFB in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Institution. The individual signing this bid or offer on behalf of the vendor certifies that he or she is authorized by the vendor to execute this bid or offer, or any documents related thereto on vendor's behalf; and that he or she is authorized to bind the vendor in a contractual relationship.

29. VENDOR RELATIONSHIP: The relationship of the vendor to the Institution shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP/RFB and resulting contract. Neither the vendor, nor any

employees or subcontractors of the vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the Institution and shall provide the State and Institution with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

30. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Institution, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

31. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

32. CONFLICT OF INTEREST: Vendor, its officers, members, or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Institution.

33. BACKGROUND CHECK: In accordance with W. Va. Code §15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Institution based upon results addressed from a criminal background check.

34. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly

traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

35. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the RFP/RFB published by the Institution, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

36. VOID CONTRACT CLAUSES – The Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

EXHIBIT C - GUIDELINES FOR VENDORS FOR BID SUBMISSIONS VIA EMAIL

NOTE: This document is specific to the competitive solicitation processes, where bid submissions must arrive at the closing location on time.

1. Purpose of These Guidelines

The Institution may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

NOTE: Vendors who deliver submissions via email do so at their own risk; the Institution does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in the Institution's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by the Institution's email system:

- i. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. The Institution will consider the time that an email was received by the Institution's email system as the official time for any emailed submission.
- ii. The Institution's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 30 MB cannot be accepted.
- iii. The Institution's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.
- iv. The Institution's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to

contain PII or data of a similar appearance of PII will not be delivered.

- v. The Institution's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.
- vi. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to the Institution's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, the Institution cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

3. Vendor Guidance for Emailed Submissions

1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.
2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should be: BID FOR xxxxxxxxxx DUE WEDNESDAY xxxxxxxxxx AT 3:00PM. A sample email subject line for an open bid might be: BID FOR 21001 DUE WEDNESDAY, APRIL 7, 2021 AT 3:00PM.
4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.
7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)
8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from the Institution regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
 - i. If the collective size of the emailed attachments exceeds 30 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
 - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 30 MB).
 - iii. Resend the submission from a different email account.
 - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.

EXHIBIT D

BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

1. DESIGNATED CONTACT: Vendor appoints the individual identified as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFP/RFB 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 Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFP/RFB, 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.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

EXHIBIT E

ADDENDUM ACKNOWLEDGEMENT FORM REQUEST FOR PROPOSALS/REQUEST FOR BIDS NO.: BV2425-004

Instructions: Please acknowledge receipt of all addenda issued with this RFP/RFB by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☐ Addendum No. 1

☐ Addendum No. 2

☐ Addendum No. 3

☐ Addendum No. 4

☐ Addendum No. 5

☐ Addendum No. 6

☐ Addendum No. 7

☐ Addendum No. 8

☐ Addendum No. 9

☐ 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 Commission/Institution personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

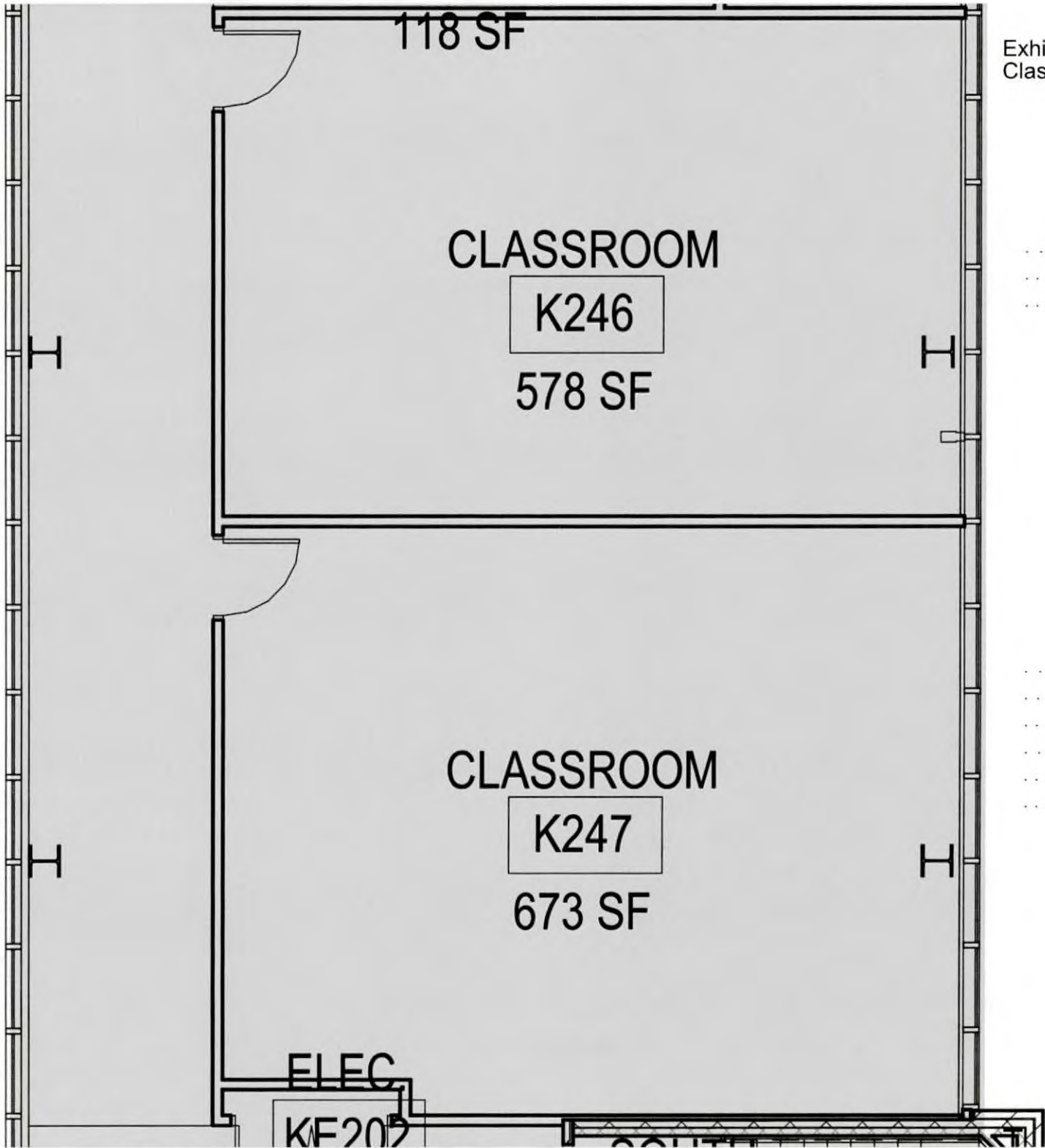
Authorized Signature

Date

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

Type text here

Exhibit F
Classroom map & photos



Room 322



Room 322



Room 321



Room 321



PERFORMANCE BOND

Bond No. 475902Y

KNOW ALL MEN BY THESE PRESENTS:

That Danhill Construction Company P.O. Box 685, Gauley Bridge, WV 25085
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and Ohio Farmers Insurance Company
(Surety name and complete address including ZIP Code)

P.O. Box 5001, Westfield Center, OH 44251-5001 a corporation organized and existing under
the laws of the State of OH, with its principal office in the City of Westfield Center

as Surety, hereinafter called Surety, are held firmly bound unto BridgeValley Community & Technical College
(Owner name, complete address including ZIP Code and legal title)

2001 Union Carbide Drive, South Charleston, WV 25303

as Oblige, hereinafter called Owner, in the amount of One Hundred Thirty One Thousand Four Hundred Dollars and 00/100

Dollars (\$131,400.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 19, 2025

entered into a contract with Owner for Furnish materials and labor to demolish
existing walls and install an operable partition between classrooms 321 and 322 - According to Plans & Specifications
in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * 19th day of May, 2025

Principal Corporate Seal

Danhill Construction Company (Seal)
(Contractor Name)

BY: Robert D. Hill (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

Robert D. Hill President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Surety)

BY: Patricia A. Morge (Seal)
Patricia A. Morge, WV Resident Agent Attorney-in-Fact

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Fayette to-wit: _____
11. I, Cheryl Lynn Lawrence, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Robert D. Hill
13. who as, President signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____, 2025
16. Notary Seal  17. Cheryl Lynn Lawrence
(Notary Public) Cheryl Lynn Lawrence
18. My commission expires on the _____ day of _____, 2026

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: _____
21. I, Kimberly J. Wilkinson, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Patricia A. Moyer, WV Resident Agent
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Ohio Farmers Insurance Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____, 2025
26. Notary Seal  27. Kimberly J. Wilkinson
(Notary Public) Kimberly J. Wilkinson
28. My commission expires on the _____ day of _____, 2027

Sufficiency in Form and Manner
of Execution Approved

This 29th day of May 2025.

By: John S. Gray
Attorney General
(Deputy Attorney General)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **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 **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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, any and all bonds, 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **03rd** day of **OCTOBER** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **03rd** day of **OCTOBER** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **May** A.D., **2025**.



Frank A. Carrino, Secretary

Bond No. 475902Y

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Danhill Construction Company P.O. Box 685, Gauley Bridge, WV 25085

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and Ohio Farmers Insurance Company

(Surety name and complete address including ZIP Code)

P.O. Box 5001, Westfield Center, OH 44251-5001 a corporation organized and existing under
the laws of the State of OH, with its principal office in the City of Westfield Center

as Surety, hereinafter called Surety, are held firmly bound unto BridgeValley Community & Technical College

(Owner name, complete address including ZIP Code and legal title)

2001 Union Carbide Drive, South Charleston, WV 25303

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of

One Hundred Thirty One Thousand Four Hundred Dollars and 00/100 Dollars (\$131,400.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 19, 2025

entered into a contract with Owner for

Furnish materials and labor to demolish existing walls and install an operable partition between classrooms 321

and 322 - According to Plans & Specifications

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * 19th day of May, 2025

Principal Corporate Seal

Danhill Construction Company (Seal)

(Contractor Name)

BY: Robert D. Hill (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

Robert D. Hill President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Surety)

BY: Patricia A. Moyer (Seal)
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Fayette to-wit: _____
11. I, Cheryl Lynn Lawrence, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Robert D. Hill
13. who as, President signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this 19th day of May, 2025
16. Notary Seal  17. Cheryl Lynn Lawrence
(Notary Public) Cheryl Lynn Lawrence
18. My commission expires on the 27th day of July, 2026

Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: _____
21. I, Kimberly J. Wilkinson, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Patricia A. Moye, WV Resident Agent
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Ohio Farmers Insurance Company a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 19th day of May, 2025
26. Notary Seal  27. Kimberly J. Wilkinson
(Notary Public) Kimberly J. Wilkinson
28. My commission expires on the 24th day of July, 2027

Sufficiency in Form and Manner of Execution Approved

This 29th day of May, 2025

By: John S. Gray
Attorney General
(Deputy Attorney General)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **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 **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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, any and all bonds, 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

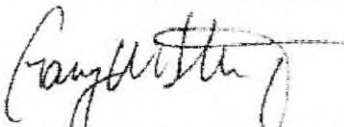
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **03rd** day of **OCTOBER** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **03rd** day of **OCTOBER** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **May** A.D., **2025**




Frank A. Carrino, Secretary

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 LLC 300 Summers Street, Suite 150 Charleston, WV 25301 304 346-0806	CONTACT NAME: PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): E-MAIL ADDRESS: certificatesvawv@mcgriff.com INSURER(S) AFFORDING COVERAGE INSURER A: Westfield National Insurance Company INSURER B: NorthStone Insurance Company INSURER C: Berkley Assurance Company INSURER D: INSURER E: INSURER F:
INSURED Danhill Construction Company P O Box 685 Gauley Bridge, WV 25085-0685	NAIC # 24120 13045 39462

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	TRA0548113	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$0	X		TRA0548113	07/01/2024	07/01/2025	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WCN6010562 Includes Broad 23-4-2	07/01/2024 Employers Form of WV	07/01/2025 Liability Section Code	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liab.			PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim
C	Professional Liab			PCAB50252800724	07/01/2024	07/01/2025	\$1,000,000 Each Claim

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

**** Workers Comp Information ****

Voluntary Compensation ; Other States Coverage

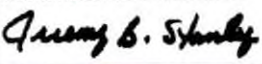
Proprietors/Partners/Executive Officers/Members Excluded:

Robert Hill, President

Rebecca Hill, Secretary/Treasurer

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Bridge Valley Community & Technical College 2001 Union Carbide Dr. South Charleston, WV 25303	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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Waiver of Subrogation included with respects to General Liability and Automobile Liability where required by written contract. Waiver of Subrogation included with respects to Workers Compensation where required by written contract.

Project: Bridge Valley Nursing Classroom Project

Bridge Valley Community & Technical College is included as an Additional Insured including Waiver of Subrogation with respects to General Liability where required by written contract.