



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEFK11038

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

RODZERS

RFQ COPY
 TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

SIMPSON

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2011				
BID OPENING DATE: 06/16/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		\$1,508,758.00
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 06/02/2011 AT 1:30 PM AT THE NEW ELKINS AFRC PROJECT SITE LOCATED APPROXIMATELY EIGHT (8) MILES WEST OF ELKINS AT MILE MARKER 27.5 ON US ROUTE 33 EAST. ***** *****						
UTILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 06/02/2011 AT 1:30 PM AT THE NEW ELKINS AFRC PROJECT SITE LOCATED APPROXIMATELY 8 MILES WEST OF ELKINS AT MILE MARKER 27.5 ON US ROUTE 33 EAST (SEE ENCLOSED MAP). ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill* TELEPHONE: 632-1600 DATE: 06-16-2011

TITLE: President FEIN: 55-0648251 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia 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 State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 304-558-2544

VENDOR

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VENDOR

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 06/06/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP</p>						

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 TARA LYLE
 804-558-2544

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VENDOR

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILLING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR</p>						

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>						

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Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

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DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

 1707 COONSKIN DRIVE
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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>No. 1 . . . 5. 26. 2011</p> <p>No. 2 . . . 6. 8. 2011</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Hill</i>	TELEPHONE 632-1600	DATE 06-16-2011
TITLE President	FAX 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 3
 NO. 4
 NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

..... *Robert D. Hill* SIGNATURE

..... Danhill Construction COMPANY

..... 06-16-2011 DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 06-16-2011
TITLE Resident	ADDRESS CHANGES TO BE NOTED ABOVE	

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25305.				TELEPHONE: (304) 558-7890.		
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>Danhill Construction Company.</i></p> <p>CONTRACTORS LICENSE NO.: ... <i>WV0001196</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Hill</i>	TELEPHONE <i>603-1600</i>	DATE <i>06-16-2011</i>
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 06/16/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>REQ. NO.:-----DEFK11038-----</p> <p>BID OPENING DATE:-----06/16/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----304-632-1501-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----Dan Hill-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 06/16/2011
TITLE President	FAX 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SECTION II - BID ITEMS AND UNIT COSTS

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

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
SITE GENERAL CONTRACT ADMINISTRATION					
1	Mobilization/Demobilization	1	LS	82,000.00	82,000.00
2	General Administration	1	LS	145,000.00	145,000.00
3	Project Quality Control	1	LS	20,470.00	20,470.00
4	WVDOH Encroachment Permit (Allowance)	1	LS	\$6,000.00	\$6,000.00
SITE PREPARATION					
5	Site Preparation	1	LS	9,890.00	9,890.00
6	Sediment and Erosion Control	1	LS	8,625.00	8,625.00
7	Waste Removal	2	TN	575.00	1,150.00
EARTHWORK					
8	Unclassified Excavation	1	LS	17,250.00	17,250.00
9	Soil Drying	5	TN	345.00	1,725.00
10	Soil Conditioning - 12"	100	SY	23.00	2,300.00
11	Over-Excavation	100	SY	34.50	3,450.00
12	6" Subsurface Drains	500	LF	8.05	4,025.00
ROADS					
13	HMA Wearing Course	200	TN	132.00	26,400.00
14	WVDOH Type A Pavement Repair	550	LF	71.636	39,400.00
15	Gravel Paving	200	SY	18.40	3,680.00
MISCELLANEOUS					
16	Revegetation	1	LS	4,025.00	4,025.00
17	Field Fencing	100	LF	32.20	3,220.00
18	16' Double Swing Farm Gate	1	EA	3,220.00	3,220.00
19	Security Fencing	500	LF	53.00	26,500.00
20	12' Swing Gate	2	EA	1,955.00	3,910.00
21	Bollards	10	EA	460.00	4,600.00
WATER					
22	6" PVC Water	8,400	LF	19.60	164,640.00
23	6" DIP Water	200	LF	40.50	8,100.00
24	8" DIP Water	60	LF	51.50	3,090.00
25	12" DIP Water	160	LF	104.00	16,640.00
26	12" Steel Casing (Bore and Jack)	110	LF	115.00	12,650.00
27	12" Steel Casing (Open Cut)	60	LF	57.50	3,450.00
28	Concrete Encasement, Water	330	LF	11.50	3,795.00
29	Air Release Valve	1	EA	1,150.00	1,150.00
30	6" Gate Valve	5	EA	1060.00	5,300.00
31	Fire Hydrant	1	EA	4,600.00	4,600.00
32	Fire Pump and Enclosure	1	LS	173,000.00	173,000.00
33	Water Tanks, 75,000 gallon (2)	1	LS	464,000.00	464,000.00
34	Connection to Existing Water Main	1	LS	2,300.00	2,300.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
SEWER					
35	Manholes, Sanitary Sewer	6	VF	373.00	2,238.00
36	Frame and Cover, Sanitary Sewer	1	EA	230.00	230.00
37	8" PVC Sanitary Sewer	420	LF	40.25	16,905.00
38	4" PVC Sanitary Sewer Force Main	4,400	LF	12.65	55,660.00
39	Lift Station, Sanitary Sewer	1	LS	128,500.00	128,500.00
40	8" Steel Casing (Open Cut)	50	LF	52.00	2,600.00
41	Concrete Encasement, Sewer	180	LF	34.50	6,210.00
42	Air and Vacuum Release Valve	2	EA	1,840.00	3,680.00
43	Connection to Existing Sewer Main	1	LS	6,500.00	6,500.00
44	Cleanout, Sanitary Sewer Force Main	4	EA	920	3,680.00
STORM DRAINAGE					
45	Type 4 Ditch	200	LF	11.50	2,300.00
POWER AND COMMUNICATIONS					
46	Transformer Pad	1	LS	700.00	700.00
				BID TOTAL	36,000.00

\$ 1,508,758.00



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

BFO NUMBER
 DEFK11038

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED 05/26/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
----------------------------	---------------	----------	-----	---------------

BID OPENING DATE: 06/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO ADD THE FOLLOWING PAGES: A. ADVERTISEMENT FOR BIDS B. MAP						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		968-20		
UTILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER						
***** THIS IS THE END OF RFQ DEFK11038 *****						TOTAL: \$1,508,758.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 06-16-2011
TITLE President	FAX 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Capitol Engineering, Inc.

ADDENDUM #2

RE: Elkins AFRC Utility Extension
West Virginia Army National Guard
Elkins, West Virginia
DEFK11038

TO: Prospective Bidders

FROM: Capitol Engineering, Inc.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

PART 1 – PRE-BID MEETING MINUTES AND ATTENDANCE SHEETS ARE ATTACHED TO THIS ADDENDUM.

PART 2 – CLARIFICATIONS

- A. Site inspection of the Penn-Virginia property is scheduled for Monday, June 13, 2011 at 2:00 p.m. Meet Mr. Neil Linger of ETB Architects at the Elkins AFRC project site. There will be no questions acknowledged or accepted during the site inspection.
- B. Test pit logs and soil test results for this project are attached to this addendum.
- C. Contractor is responsible for all permit and license fees required to complete the project. The following is a list of anticipated fees:
 - 1. WVDEP Construction Stormwater Notice of Intent - \$300.
 - 2. Water tap fee, N-H-J PSD - \$800.
 - 3. Sewer tap fee, Town of Junior - \$600.
 - 4. Any other licenses, fees, or permits required to complete the scope of work.
- D. Contractor to provide all information and documents required by the attached letter from the Norton-Harding-Jimtown Public Service District (N-H-J PSD).

Page 2 of 3

- E. Contractor to provide all information and documents required by the attached letter from the WVDOH.
- F. Contractor will be required to execute an "Indemnification and Hold Harmless" agreement. An example of the agreement is attached.
- G. Copy of approval letter for this project from the West Virginia Department of Health is attached.
- H. Contractor shall assist and coordinate with March-Westin and the West Virginia State Fire Marshal's office for approval of fire pump and storage tanks to allow occupancy of the AFRC.
- I. Responses to Pre-Bid Meeting questions.
 - 1. *What is the depth of over-excavation for Bid Item #11?* THE DEPTH FOR THIS PAY ITEM IS 18 INCHES AS SHOWN ON THE ATTACHED OVER-EXCAVATION DETAIL.
 - 2. *Is a field office required?* YES, PLEASE REFER TO SPECIFICATION SECTION 01500, "TEMPORARY FACILITIES", SUBSECTIONS 2.2.B AND 2.2.C.
 - 3. *What is the price of water from N-H-J PSD?* THE PRICE AND POLICIES FOR OBTAINING WATER FOR THIS PROJECT WILL BE DETERMINED AT THE NEXT BOARD MEETING OF THE N-H-J PSD AT 7:00 P.M. ON JUNE 13, 2011. YOU MAY CALL THE PSD THE FOLLOWING DAY AT 304-636-6223 (OFFICE), 304-636-3457 (PLANT) AND OBTAIN THIS INFORMATION.
 - 4. *What do we do with stumps?* REFER TO REVISED SPECIFICATION SECTION 02230, "SITE CLEARING" SUBSECTION 3.2, "CLEARING AND GRUBBING" ATTACHED TO THIS ADDENDUM.
- J. Responses to Requests for Information.
 - 1. *The tank spec section #10815, Subsection 2.2.A.6 requires Balconies. Would a 360 degree roof top handrail be acceptable in place of the 360 degree balcony?* YES

PART 3 – CHANGES TO BID DOCUMENTS

- A. Remove Certificate of Liability Insurance example and replace with copy attached.
- B. Remove and replace Section I of the Bid Form with the revised Section I of the Bid Form attached. Changes are the contract duration and performance period for certain aspects of the work.
- C. Change **Description** for Bid Item #5 in Section III of Bid form to read: "This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling,

Page 3 of 3

removal of existing utilities, installation of temporary utilities, and clearing and grubbing of all areas disturbed by the Contractor. **All trees within the right-of-way between waterline station 40+80 and the end shall be removed. The right-of-way must also be passable by an on-road four-wheel-drive stock vehicle at the conclusion of the project.** This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.”

PART 4 – CHANGES TO SPECIFICATIONS

- A. Delete specification section 10815, “Water Storage Steel Tanks” subsection 2.2.A.6, “Balconies”.
- B. Remove and replace Specification Section 02230, “Site Clearing” with the attached. The changes deal with Subsection 1.4, “Material Ownership” and Subsection 3.5, “Clearing and Grubbing”.

PART 5 – CHANGES TO DRAWINGS

- A. Add Over-Excavation Detail.

NO ADDITIONAL QUESTIONS WILL BE ACKNOWLEDGED OR ACCEPTED

End of Addendum

Attachments: Pre-Bid Meeting Minutes
Pre-Bid Meeting Attendance Sheets
Test Pit Logs
Soil Test Results
Norton-Harding-Jimtown Public Service District Requirements Letter
WVDOH Requirements Letter
Indemnification and Hold Harmless Agreement
WVDHHR Permit #18,762
Certificate of Liability Insurance Example
Section I of the Bid Form
Specification Section 02230, “Site Clearing”
Over-Excavation Detail

C&FMO-WVARNG

Pre-Bid Meeting Minutes
Elkins AFRC Utility Extension
07 June 2011

Project Number: DEFK11038
Date of Pre-Bid Meeting: 02 June 2011
Time of Pre-Bid: 1330
Location of Pre-Bid: Elkins AFRC project site near Elkins, WV

1. Administrative

- A. The Pre-bid meeting for the subject contract was held 2 June 2011 at 1330 hrs, at Elkins, WV.
- B. Mandatory pre-bid attendance - Sign-In.
- C. Funding: Federally and State funded, State administrated project.
- D. User: West Virginia Army National Guard.
- E. Administrator: Construction & Facilities Management Office, WVARNG.

2. Principals

A. C&FMO

- 1) Address
1703 Coonskin Drive
Charleston, WV 25311
- 2) LTC David Shafer, CFMO (not present)
(304) 561-6539
- 3) CPT Daniel Clevenger, EN, Chief, Design & Construction (not present)
Email: Daniel.Clevenger@us.army.mil
(304) 561-6446
- 4. John Abbott, Project Manager
Email: john.h.abbott@us.army.mil
(304) 561-6774
- 5. COL Gary Blackhurst, Environmental Program Management Officer (not present)
(304) 561-6445(o) (304) 561-6458 (fax)

B. Division of Purchasing

Ms. Tara Lyle (not present)
Email: Tara.L.Lyle@wv.gov
(304) 558-2544 (office)
(304) 558-4115 (fax)

C. Designer of Record

E.T. Boggess Architects, Inc
101 Rockledge Ave
Princeton, WV 24740
(304) 425-4491 (office)
(304) 425-2028 (fax)

3. Bidding Issues

- A. Questions must be submitted to Purchasing Division, attention Ms. Lyle via email (tara.l.lyle@wv.gov) no later than COB (1630) 6 June 2011.
- B. Direct discussion is not authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
- C. State Prevailing Wage Rate Applies.
- D. Bid Opening is set for the date described in the state issued RFQ documents and any addendums that may be issued, at 1:30 PM.
- E. Change Orders: The only changes authorized or reviewed by the Owner will be:
 - 1) Owner directed.
 - 2) Unforeseen site conditions.
- F. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Conflicts in drawings, clarifications, and/or lack of clarity shall be the responsibility of the Contractor after Bid Award. The Contractor is responsible to seek clarification prior to bidding if they believe there is a conflict or lack of clarity.
- G. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.

4. Federal Relationship

- A. Review General Provision 1, "Relationship of the Federal Government".

5. Work Hours/ Site Access-Security

- A. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager and the Designer of Record.
- B. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting. (*Section 01040-1.03.E*).
- C. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. (*Section 01040-1.3.E*).

6. Temporary Facilities/Utility Usage

- A. Temporary Facilities (*Section 01100*).
- B. Utility Usage.

7. Utility Interruptions

- A. Required to give 72 hour notification to Project Manager (after approval/coordination with affected utility).
- B. Notifications must include the following information:
 - 1) Who.
 - 2) What.
 - 3) When.
 - 4) Why.
 - 5) Where.
- C. Utility Interruptions can last no longer than six (6) hours, unless otherwise stated in the specifications.
- D. Utility Interruptions must be scheduled after 1800 hours and must end by 0400 hours, unless otherwise stated in the specifications.

8. Contract Duration / Liquidated Damages

- A. Contract Duration: Duration of the contract is as stated in the specifications from the NTP with milestones.
- B. Liquidated Damages: \$500 per day plus one time fixed cost of \$1,250 for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

9. Safety

- A. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such.
- B. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- C. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OHSA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- D. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Crushed pavement, gravel and clean soil may be given to nearby landowners with written approval from the C&FMO.

10. Supervision of Work

- A. Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

11. Aspects of Contract

- A. Modification Procedures.
- B. Project Coordination (Correspondence).
- C. Cutting and Patching.
- D. Meetings.
- E. Submittals.
- F. CPM Construction Scheduling.
- G. Materials and Equipment.
- H. Warranties.

12. Substitutions

- A. Substitution requests must be submitted prior to the end of the Question Submission period.
- B. Substitution requests will only be considered when one or more of the following applies:

- 1) Extensive revisions to the Contract Documents are not required.
- 2) Proposed changes are in keeping with the intent of the Contract Documents.
- 3) The request is timely, fully documented and properly submitted.
- 4) The specified product or method cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
- 5) The request is related to an "or-equal" clause.
- 6) A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations.
- 7) The specified product cannot receive approval by a governing authority, and the substitution can be approved.
- 8) The Contractor's submittal and the Architect's review or approval of Shop Drawings, Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.

C. Approval of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.

D. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittals, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

13. Summary of Work

A. Project Description: Mr. Fuller of Capitol Engineering, Inc. discussed the scope of work.

- 1) Work will be constructed under a single prime contractor.
- 2) Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- 3) Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.
- 4) Review the scope of work for subject project.
- 5) Purchasing Documents:

- (a) General insurance/bonds from prime contractor shall be submitted within 48 hours upon request. Copies should be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work.
 - (b) Drug Free Compliance Affidavit.
- 6) Environmental Issues/comments:
- (a) On-site Burning/Waste Disposal.
 - (b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible.
 - (c) Reporting Procedure.
- 7) Construction Storm Water Notice of Intent is a Contractor responsibility.
- 8) Sediment Erosion Control Measures:
- (a) Need copies of inspections made by DEP.
 - (b) BMPs must be maintained throughout project.
- B. Items for Discussion:
- 1) Project site consists of WVDOH ROW, ROW on two private tracts (Penn Va and Polino), and the WVARNG tract.
 - (a) Route follows existing utilities from near Bob's Hot Dogs to foot of hill.
 - (b) ROW includes overhead electric starting at foot of hill.
 - (c) Lift station, fire pump, and water tanks are all on WVARNG property.
 - 2) Project limits overlap with Elkins AFRC project.
 - (a) Field office/Staging area will be at lift station/tank location.
 - (b) Elkins AFRC will be complete first, but not all tie-in points may be available until substantial completion.
 - (c) March Westin is the prime contractor for the Elkins AFRC project.
 - (d) Allegheny Power will be installing electric service after clearing and grubbing is complete. They have priority access to the ROW.
 - 3) Project schedule is aggressive and will require supplier coordination prior to NTP.
 - 4) Water and sewer tap fees will be paid by the contractor - currently assumed at \$1400 total.
 - (a) Water - assume \$800.
 - (b) Sewer - assume \$600.
 - 5) Contractor is responsible for quality control.
 - 6) Water tank foundation design must be based on 1,000 psf soil or contractor can perform test boring and submit results for approval.
 - 7) Lift station and sanitary force main will be taken over by the Town of Junior after acceptance.

- 8) Water line will be taken over by Norton-Harding-Jimtown PSD after acceptance.
- 9) Some excavation is expected to occur in sandstone.
- 10) Four contingency bid items to deal with wet or soft soil conditions - not expecting to use much of these items.
 - (a) Soil drying - Lime addition to soil stockpile.
 - (b) Soil conditioning - Lime addition to top 12" layer of soil.
 - (c) Subsurface drains - 24" of #57 stone wrapped in geotextile with drain pipe.
 - (d) Over-excavation - Biaxial geogrid and 18" #1 stone.
- 11) Contractor must register project with WVDEP construction stormwater Notice of Intent prior to beginning work (\$300 registration fee).
- 12) Not a LEED project - no building.
- 13) Not in city limits - no B&O taxes.
- 14) No burning and no blasting.

14. Questions and Answers.

15. Closing Comments

- A. Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- B. Any further questions between now and bid award must be directed to Ms. Tara Lyle at State Purchasing via email (tara.l.lyle@wv.gov) no later than COB 6-June-2011.

16. Site walk.

PLEASE PRINT

PRE-BID SIGN-IN SHEET / PLEASE LEAVE A BUSINESS CARD		TELEPHONE & FAX NUMBERS
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	
Company: Orange Construction	170 Old Chest Road	PHONE 304-291-6765
Rep: Dan Luzier	Morgantown, WV 26508-4107	TOLL FREE
Email Address: orangeconst@yahoo.com		FAX 304-291-6975
Company: Triple H Coat	PO Box 176	PHONE 304-636-1194
Rep: Chuck Harper	Beverly, WV 26253	TOLL FREE
Email Address: none given		FAX 304-636-3680
Company: Capital Valley Contracting	67 Renee Drive	PHONE 304-437-4505
Rep: Chris Allen	Ellsview, WV 25071	TOLL FREE
Email Address: mickcy@capitalvalley.com		FAX 304-965-2223
Company: Welding, Inc.	1712 Pennsylvania Avenue	PHONE 304-346-0763
Rep: LeRoy Brown	Charleston, WV 25302	TOLL FREE
Email Address: weldinginc@aol.net		FAX 304-343-5498
Company: Dan Hill Construction	PO Box 685	PHONE 304-632-1600
Rep: Chris Dozier	Gaulsby Bridge, WV 25085	TOLL FREE
Email Address: cdozier33@yahoo.com		Cell: 304-553-1553
		FAX 304-632-1501

PLEASE PRINT

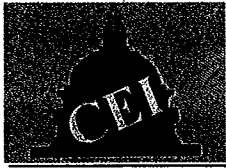
PRE-BID SIGN-IN SHEET / PLEASE LEAVE A BUSINESS CARD		TELEPHONE & FAX NUMBERS
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	
Company: Green River Group	PO Box 18189	PHONE 304-594-3991 ext 15
Rep: Tanya Markley	Morgantown, WV 26507	TOILL FREE
Email Address: tracycurtis@grahop.com		FAX 304-594-3992
Company: ALL Construction, Inc.	PO Box 232	PHONE 304-693-7131
Rep: Steve Szaro	Mt Storm, WV 26739	TOILL FREE
Email Address: all.estimator@frontier.com		FAX 304-693-7199
Company: American Civil Inc.	310 Dents Run Road	PHONE 304-296-2356
Rep: John Verne	Morgantown, WV 26501	TOILL FREE
Email Address: jrv@americancivil.com		FAX 304-292-4606
Company: WVDOH		PHONE
Rep: Todd Schoonover		TOILL FREE
Email Address: todd.a.schoonover@wv.gov		FAX
Company: WVDOH		PHONE
Rep: JD Blackburn		TOILL FREE
Email Address: none given		FAX

PLEASE PRINT

PRE-BID SIGN-IN SHEET / PLEASE LEAVE A BUSINESS CARD		TELEPHONE & FAX NUMBERS
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	
Company: Mountaineer Contractors, Inc	P.O. Box 666	PHONE (304) 329-2127
Rep: Jason S. Workman	Kingwood, WV 26037	TOLL FREE
Email Address: jason.workman@mcwv.com		FAX (304) 329-2206
Company: Smith Backhoe + Digger	7 11 th Street	PHONE 304 636 3320
Rep: Neil Smith	Elkins WV 26241	TOLL FREE
Email Address: smithbackhoe@frontier.com		FAX 304 636 3314
Company: WV DOH	PO Box 1516	PHONE (304) 637-0220
Rep: JD Blackburn	Elkins WV 26241	TOLL FREE
Email Address:		FAX
Company: March Weson	360 Frontier St	PHONE 304-599-9080
Rep: Eric Miller	Morgantown, WV 26505	TOLL FREE
Email Address: emiller@marbush.com		FAX 304-599-7509
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

PLEASE PRINT

PRE-BID SIGN-IN SHEET / PLEASE LEAVE A BUSINESS CARD		TELEPHONE & FAX NUMBERS
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	
Company: <u>DAURITA Inc.</u>	<u>302 Dewts Run Rd</u>	PHONE <u>304-296-7531</u>
Rep: _____		TOLL FREE _____
Email Address: <u>KRISTI@DAURITA.COM</u>		FAX <u>304 296-4606</u>
Company: <u>J.F. Allen Company</u>	<u>P.O. Box 2049</u>	PHONE <u>304-460-7424</u>
Rep: <u>Alan Shreve</u>	<u>Buckhannon WV 26031</u>	TOLL FREE _____
Email Address: <u>ashreve@jfallenco.com</u>		FAX <u>304-460-7994</u>
Company: <u>Langen G.C. Corp</u>	<u>Atel Box 84</u>	PHONE <u>304-738-3300</u>
Rep: <u>Steve Langen</u>	<u>Cumberland St East</u>	TOLL FREE _____
Email Address: <u>stevelang@langengc.com</u>	<u>Whley Ford WV 26767</u>	FAX <u>304-738-3384</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____



Capitol Engineering, Inc.
 1206 Kanawha Blvd E, Suite 201
 Charleston, WV 25301

LOG of TEST PIT No. 1

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil with roots		
1'				Clayey gravel with sand, brown, very moist, sandstone and shale gravel, fine to coarse grained sand		
1'6"						
2'						
2'6"						
3'						
3'6"				Fractured sandstone cobbles		
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

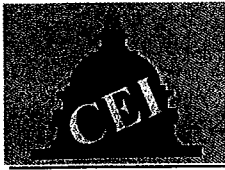
Surface Elevation _____ ft. Approx. Depth 4.5 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 2

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Fill Clayey sand with gravel, brown		
1'						
1'6"						
2'						
2'6"						
3'						
3'6"						
4'						
4'6"				Sandstone cobbles		
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 5 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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 Charleston, WV 25301

LOG of TEST PIT No. 3

Project No. 061-2009-03
 Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Sandstone cobbles		
1'6"						
2'						
2'6"						
3'						
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 4 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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 Charleston, WV 25301

LOG of TEST PIT No. 4

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Clayey sand, brown		
1'6"						
2'						
2'6"						
3'						
3'6"						
4'				Fat clay, trace carbonaceous shale, gray, moist, iron stained		
4'6"						
5'						
5'6"						
6'				Gray claystone		
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 7 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 5

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Fat clay, gray, saturated		
1'6"						
2'						
2'6"						
3'						
3'6"				Sandstone cobbles		
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

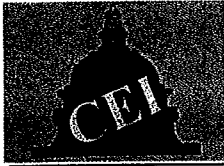
Surface Elevation _____ ft. Approx. Depth 7 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:
Surface and subsurface water at this location



Capitol Engineering, Inc.
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 Charleston, WV 25301

LOG of TEST PIT No. 6

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension

Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Lean clay, trace organics (roots), reddish brown an dgray, moist, (completely weathered claystone)		
1'6"						
2'				Shale, moderately weathered, brown, soft to medium hard, laminated, iron stained		
2'6"						
3'				Shale, very hard		
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 3 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 7

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Fill		
1'						
1'6"						
2'						
2'6"				Lean clay, trace organics (roots), reddish brown and gray, moist, (completely weathered claystone)		
3'						
3'6"						
4'						
4'6"				Claystone, reddish brown		
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 7 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft
 Water Final Depth _____ ft. @ _____ ft

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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 Charleston, WV 25301

LOG of TEST PIT No. 8

Project Elkins AFRC Utility Extension
 Location Harding, WV

Project No. 061-2009-03
 Field Engr./Geo. _____

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Lean clay, brown		
1'						
1'6"						
2'						
2'6"						
3'				Severely weathered shale, brown		
3'6"						
4'				Shale, moderately weathered, brown, soft to medium hard, laminated, iron stained		
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 4 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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 Charleston, WV 25301

LOG of TEST PIT No. 9

Project No. 061-2009-03
 Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Lean clay with sand and gravel, trace organics, (roots) brown, moist		
1'6"						
2'						
2'6"						
3'				Shale, hard		
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

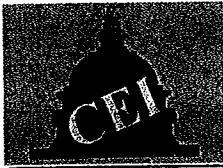
Surface Elevation _____ ft. Approx. Depth 3 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



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LOG of TEST PIT No. 10
 Project No. 061-2009-03
 Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Lean clay, trace organics (roots), brown, moist		
1'						
1'6"						
2'						
2'6"				Shale, moderately weathered, brown, soft to medium hard, laminated, iron stained		
3'						
3'6"						
4'						
4'6"						
5'				Shale		
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 5 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 11

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'				Lean clay, trace sand, gray moist, iron stained, (completely weathered shale)		
1'6"						
2'						
2'6"						
3'						
3'6"				Shale, gray		
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 6 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks: _____



Capitol Engineering, Inc.
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LOG of TEST PIT No. 12

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Coal fines with shale cobbles		
1'						
1'6"				Shale, moderately weathered, brown, soft to medium hard, laminated, iron stained		
2'						
2'6"						
3'						
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 1 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



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LOG of TEST PIT No. 13

Project Elkins AFRC Utility Extension
 Location Harding, WV

Project No. 061-2009-03
 Field Engr./Geo. _____

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Coal fines		
1'				Shale, moderately weathered, brown, soft to medium hard, laminated, iron stained		
1'6"				Shale, very hard, brown		
2'						
2'6"						
3'						
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

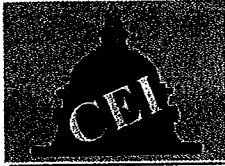
Surface Elevation _____ ft. Approx. Depth 1 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 14

Project Elkins AFRC Utility Extension
 Location Harding, WV

Project No. 061-2009-03
 Field Engr./Geo. _____

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Topsoil		
1'						
1'6"				Sandy lean clay with gravel and rock fragments, trace organics (roots), brown, moist shale fragments		
2'				Shale, gray		
2'6"						
3'						
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

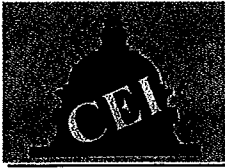
Surface Elevation _____ ft. Approx. Depth 2 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



Capitol Engineering, Inc.
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LOG of TEST PIT No. 15

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension
 Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS	
6"				Fill with some coal fines			
1'							
1'6"							
2'							
2'6"							
3'							
3'6"				Coal fines			
4'				Sandstone hard/massive			
4'6"							
5'							
5'6"							
6'							
6'6"							
7'							
7'6"							
8'							
8'6"							
9'							
9'6"							
10'							

Surface Elevation _____ ft. Approx. Depth 3.5 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks: _____



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LOG of TEST PIT No. 16

Project No. 061-2009-03

Field Engr./Geo. _____

Project Elkins AFRC Utility Extension

Location Harding, WV

DEPTH (FT.)	ELEVATION	SAMPLE NUMBER	TYPE	DESCRIPTION	RECOVERY	USCS or ROCK BROKENNESS
6"				Fill with shale cobbles		
1'						
1'6"				Sandy lean clay with gravel and rock fragments, trace organics (roots), brown, moist shald and sandstone fragments		
2'						
2'6"						
3'						
3'6"						
4'						
4'6"						
5'						
5'6"						
6'						
6'6"						
7'						
7'6"						
8'						
8'6"						
9'						
9'6"						
10'						

Surface Elevation _____ ft. Approx. Depth 8 ft.
 Starting Date 12/11/2009 Ending Date 12/11/2009
 Starting Time _____ am Ending Time _____ am pm

Hammer Wt. _____ lbs.
 Hammer Drop _____ inches

Water Encountered _____ ft. @ _____ ft.
 Water Final Depth _____ ft. @ _____ ft.

Sampling Method _____
 Sampler Type _____

Remarks:



H. C. NUTTING

A Terracon COMPANY

HCN Division Office
912 Morris Street
Charleston, WV 25301
P 304.344.0821
F 304.342.4711
www.hcnutting.com
www.terracon.com

32

Client: Capitol Engineering, Inc.
Project No. N2091181
Project: Elkins AFRC Utility Extension
Location: Elkins, West Virginia
Report Date: 1/12/2010

VISUAL CLASSIFICATION OF BAG SAMPLES

TEST PIT NO.

- TP-1** CLAYEY GRAVEL WITH SAND, brown, very moist, sandstone and shale gravel, fine to coarse grained sand

- TP-4** FAT CLAY, trace carbonaceous shale, gray, moist, iron stained

- TP-6** SHALE, moderately weathered, brown, soft to medium hard, laminated, iron stained

- TP-7** LEAN CLAY, trace organics (roots), reddish brown and gray, moist, (completely weathered claystone)

- TP-8** SHALE, moderately weathered, brown, soft to medium hard, laminated, iron stained

- TP-9** LEAN CLAY WITH SAND AND GRAVEL, trace organics (roots), brown, moist

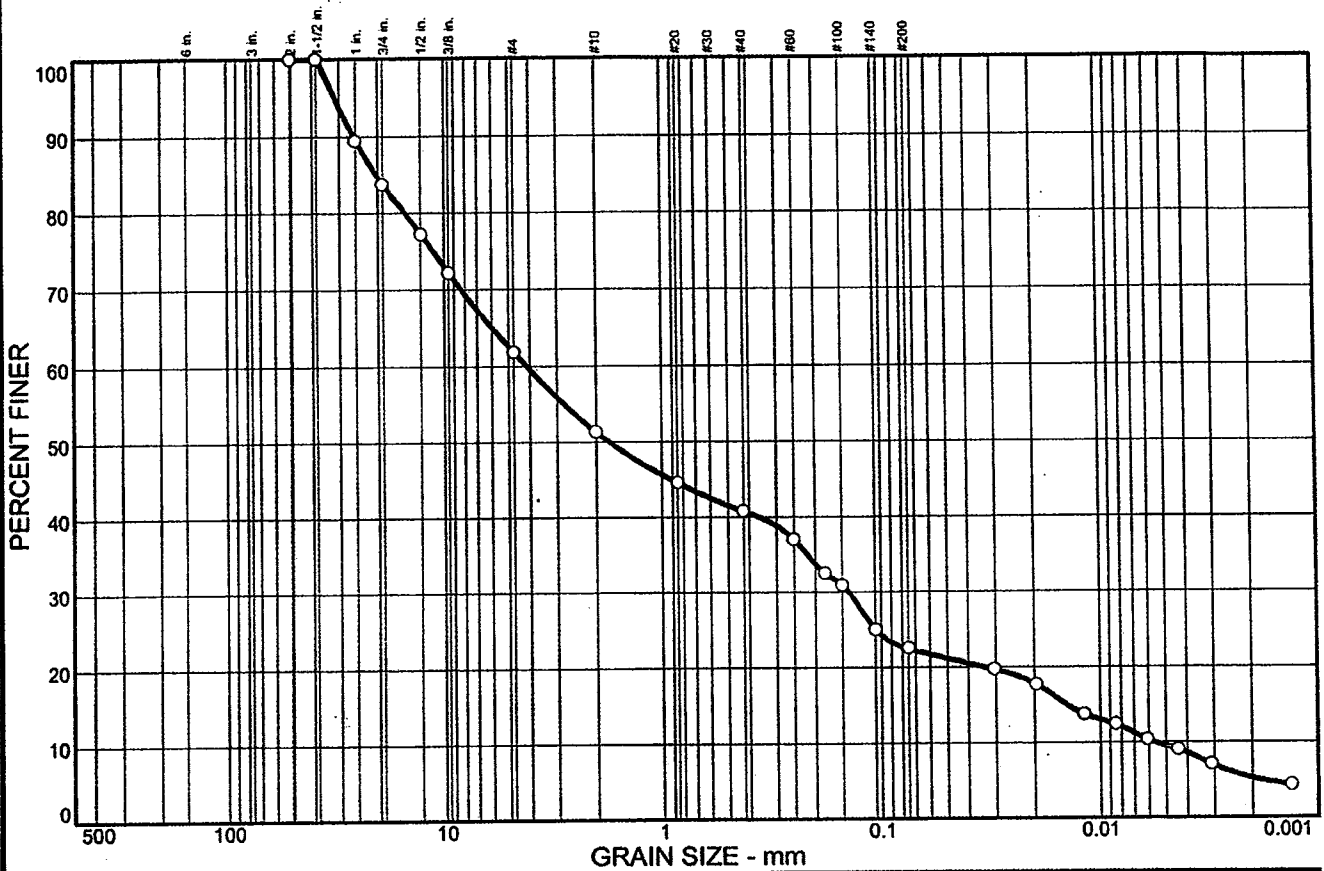
- TP-10** LEAN CLAY, trace organics (roots), brown, moist

- TP-11** LEAN CLAY, trace sand, gray, moist, iron stained, (completely weathered shale)

- TP-12** SHALE, moderately weathered, brown, soft to medium hard, laminated, iron stained

- TP-16** SANDY LEAN CLAY WITH GRAVEL AND ROCK FRAGMENTS, trace organics (roots), brown, moist, shale and sandstone fragments

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	16.3	21.9	10.5	10.5	18.3	12.9	9.6

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2 in.	100.0		
1.5 in.	100.0		
1 in.	89.4		
3/4 in.	83.7		
1/2 in.	77.2		
3/8 in.	72.2		
#4	61.8		
#10	51.3		
#20	44.6		
#40	40.8		
#60	37.0		
#80	32.5		
#100	30.9		
#140	25.0		
#200	22.5		

Soil Description

Silty, clayey sand with gravel

Atterberg Limits

PL= 19 LL= 23 PI= 4

Coefficients

D₈₅= 20.5 D₆₀= 4.15 D₅₀= 1.75
D₃₀= 0.141 D₁₅= 0.0142 D₁₀= 0.0056
C_u= 743.85 C_c= 0.85

Classification

USCS= SC-SM AASHTO= A-1-b

Remarks

F.M.=1.51

* (no specification provided)

Sample No.: 1
Location:

Source of Sample: TP-1

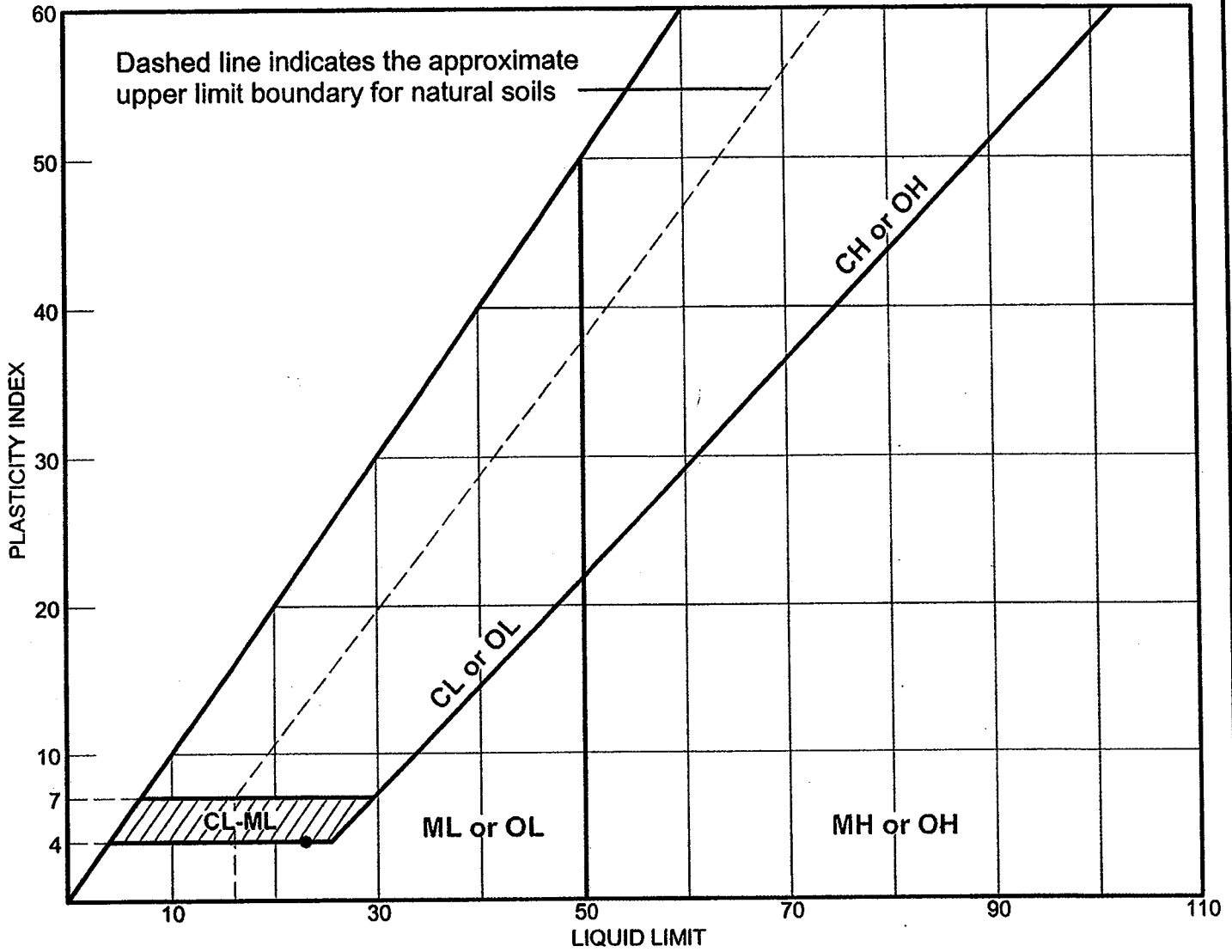
Date: 12/29/09
Elev./Depth:



Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension

Project No: N2091181

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	TP-1	1		12.2	19	23	4	SC-SM



H. C. NUTTING COMPANY

EMPLOYEE OWNED

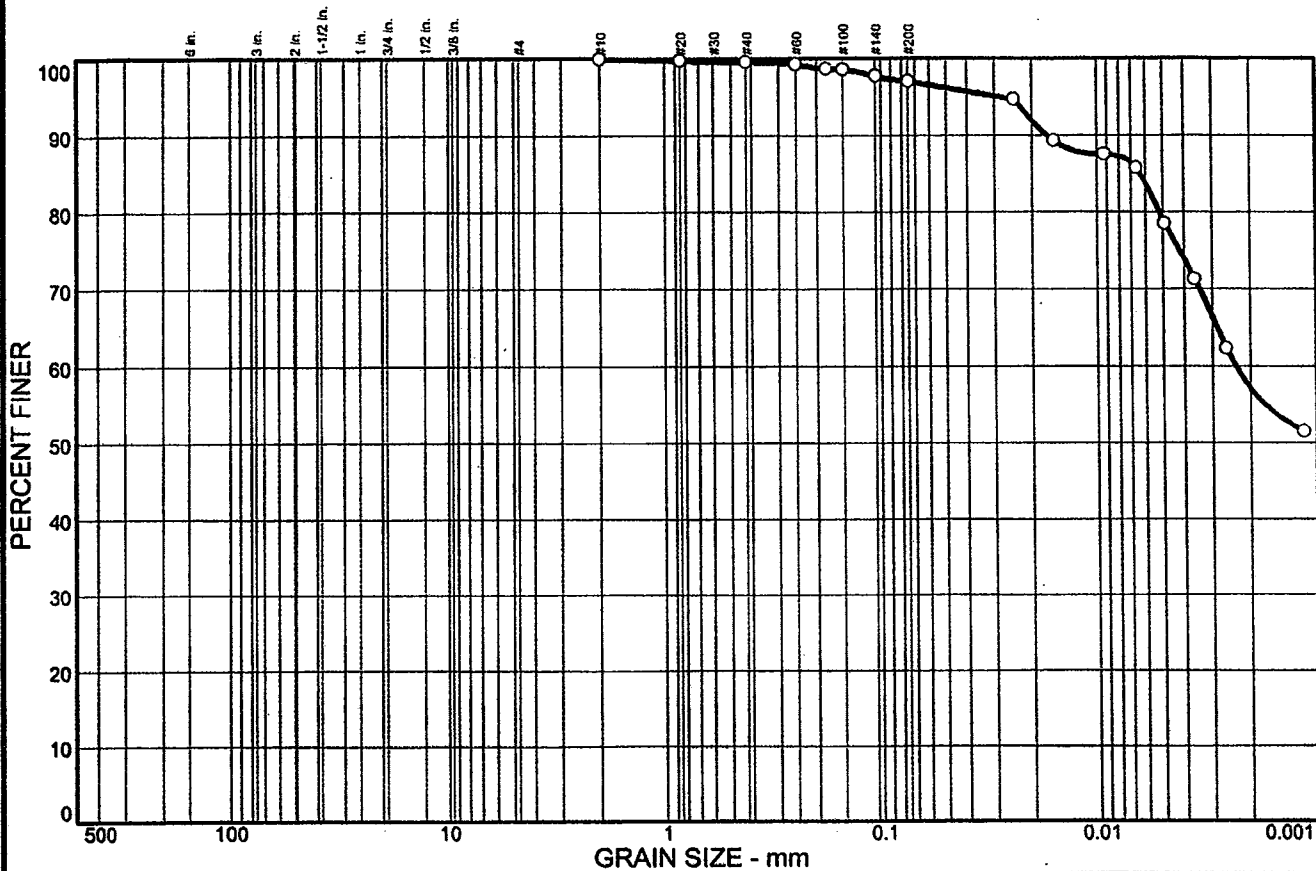
GEOTECHNICAL, ENVIRONMENTAL AND TESTING ENGINEERS
SINCE 1921

Client: Capitol Engineering, Inc.

Project: Elkins AFRC Utility Extension

Project No.: N2091181

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	0.0	0.0	0.4	2.5	18.1	79.0

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#10	100.0		
#20	99.8		
#40	99.6		
#60	99.3		
#80	98.7		
#100	98.6		
#140	97.8		
#200	97.1		

Soil Description

Fat clay

Atterberg Limits

PL= 27 LL= 51 PI= 24

Coefficients

D₈₅= 0.0064 D₆₀= 0.0024 D₅₀=
 D₃₀= D₁₅= D₁₀=
 C_u= C_c=

Classification

USCS= CH AASHTO= A-7-6(27)

Remarks

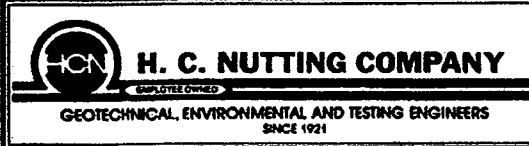
F.M.=0.01

* (no specification provided)

Sample No.: 1
Location:

Source of Sample: TP-4

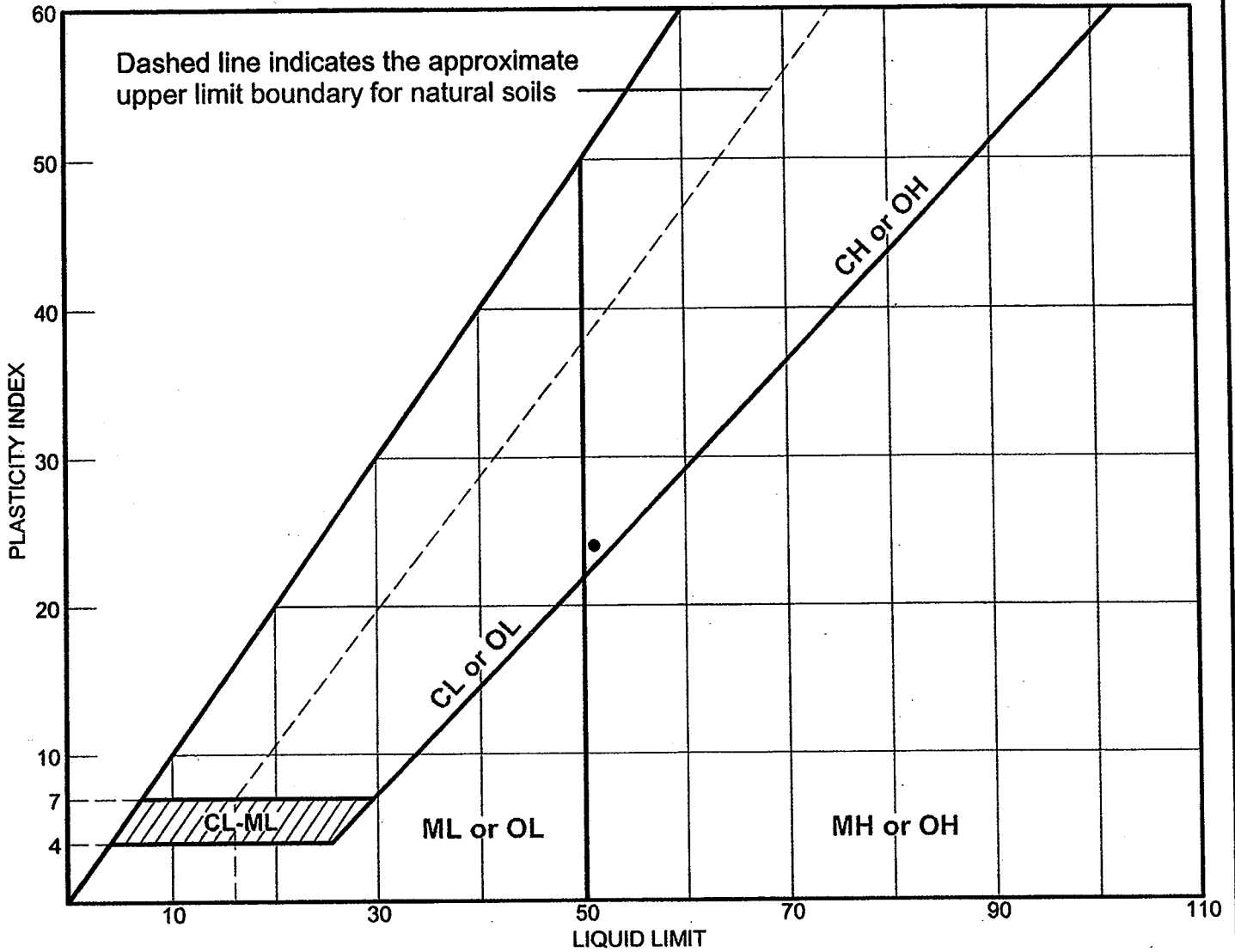
Date: 12/29/09
Elev./Depth:



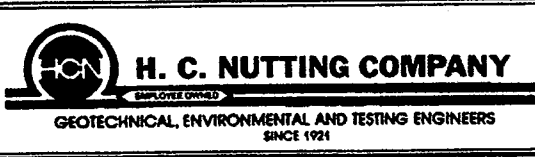
Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension

Project No: N2091181

LIQUID AND PLASTIC LIMITS TEST REPORT

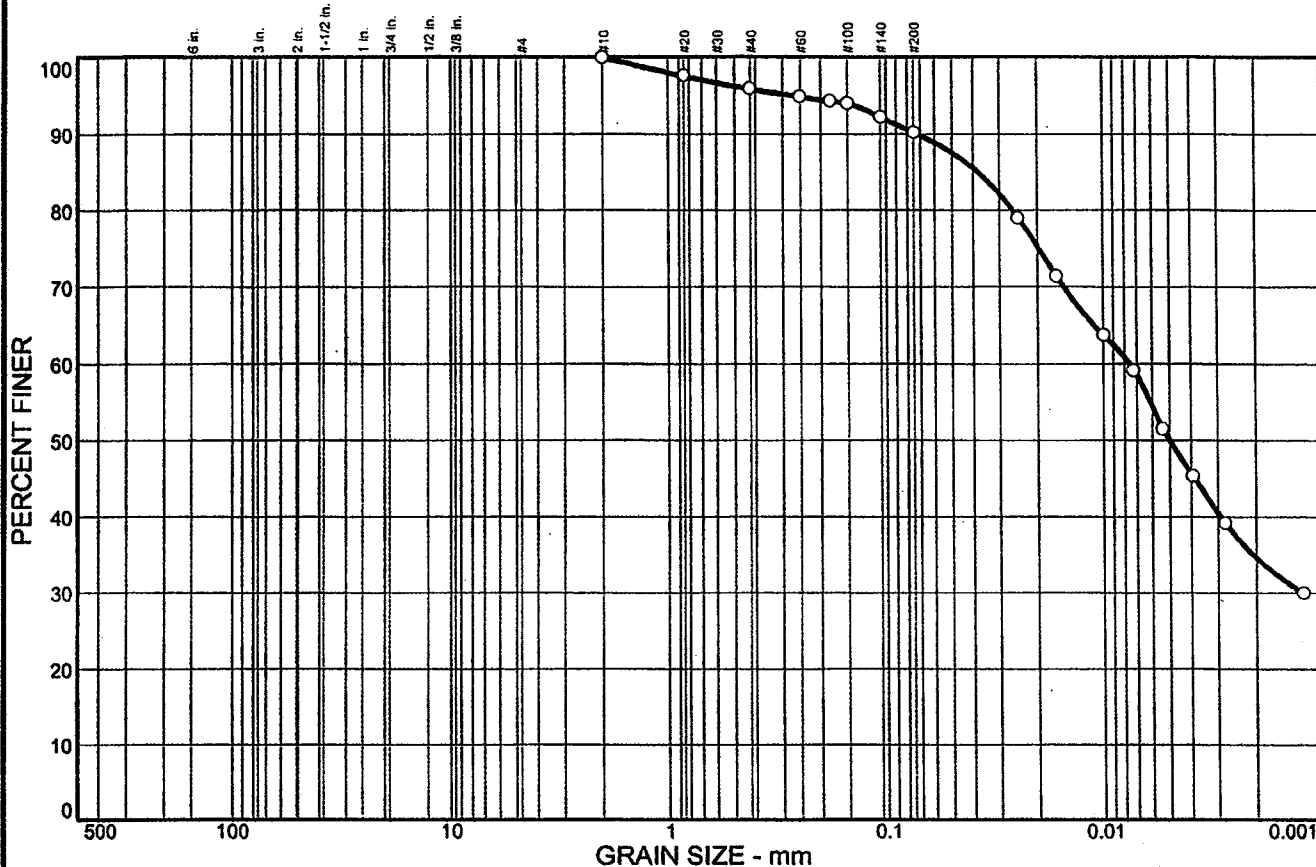


SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	TP-4	1		24.1	27	51	24	CH



Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension
Project No.: N2091181

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	0.0	0.0	4.1	5.7	40.3	49.9

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#10	100.0		
#20	97.6		
#40	95.9		
#60	94.9		
#80	94.3		
#100	94.0		
#140	92.2		
#200	90.2		

Soil Description
Lean clay

Atterberg Limits
PL= 22 LL= 40 PI= 18

Coefficients
D₈₅= 0.0381 D₆₀= 0.0076 D₅₀= 0.0050
D₃₀= 0.0012 D₁₅= D₁₀=
C_u= C_c=

Classification
USCS= CL AASHTO= A-6(17)

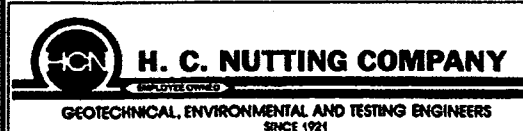
Remarks
F.M.=0.06

* (no specification provided)

Sample No.: 1
Location:

Source of Sample: TP-9

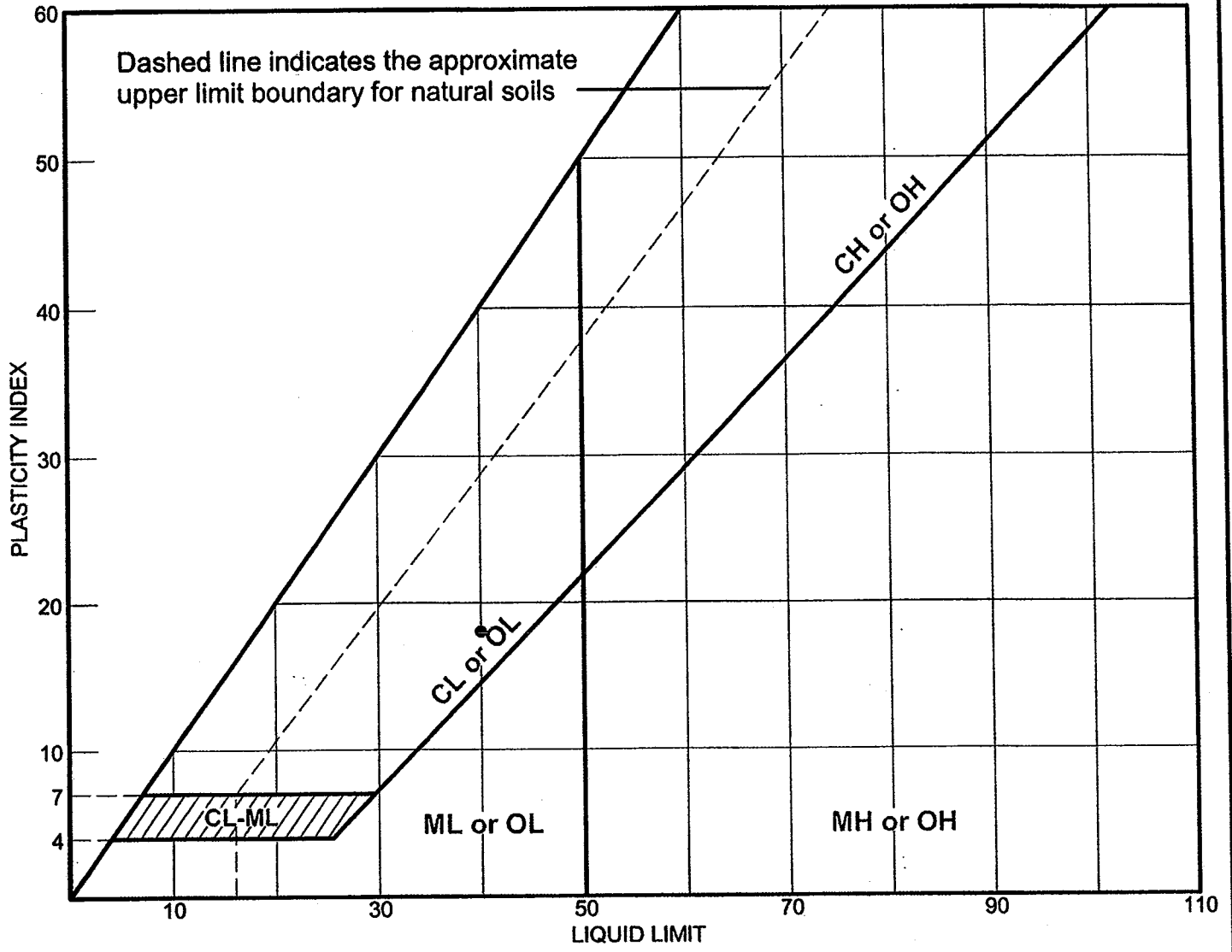
Date: 12/29/09
Elev./Depth:



Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension

Project No: N2091181

LIQUID AND PLASTIC LIMITS TEST REPORT

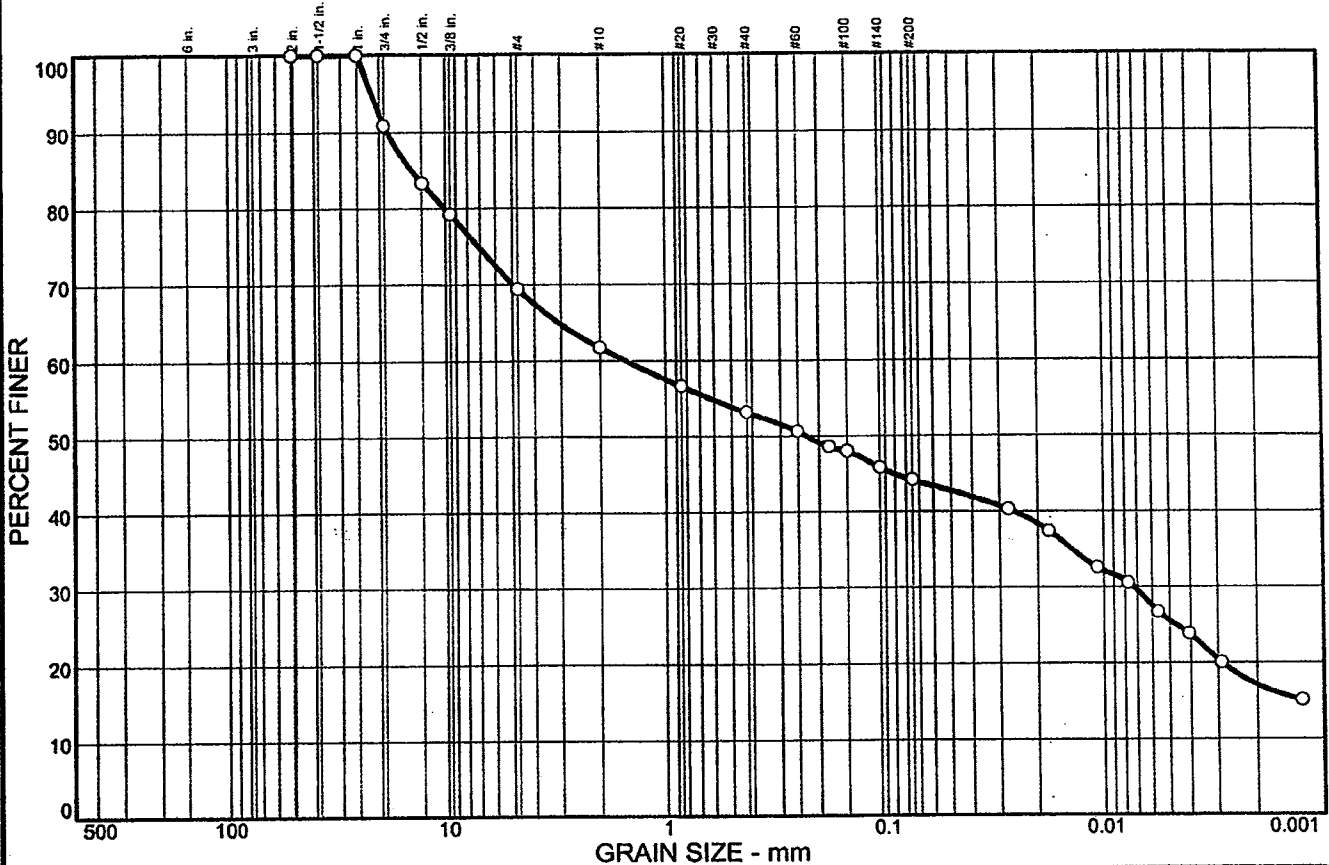


SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	TP-9	1		21.4	22	40	18	CL

H. C. NUTTING COMPANY
EMPLOYEE OWNED
 GEOTECHNICAL, ENVIRONMENTAL AND TESTING ENGINEERS
SINCE 1921

Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension
Project No.: N2091181

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	9.2	21.4	7.7	8.6	8.9	18.6	25.6

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2 in.	100.0		
1.5 in.	100.0		
1 in.	100.0		
3/4 in.	90.8		
1/2 in.	83.3		
3/8 in.	79.2		
#4	69.4		
#10	61.7		
#20	56.6		
#40	53.1		
#60	50.6		
#80	48.6		
#100	48.0		
#140	45.8		
#200	44.2		

Soil Description

Clayey gravel with sand

Atterberg Limits

PL= 19 LL= 31 PI= 12

Coefficients

D₈₅= 14.3 D₆₀= 1.54 D₅₀= 0.228
D₃₀= 0.0073 D₁₅= D₁₀=
C_u= C_c=

Classification

USCS= GC AASHTO= A-6(2)

Remarks

F.M.=1.13

* (no specification provided)

Sample No.: 1
Location:

Source of Sample: TP-16

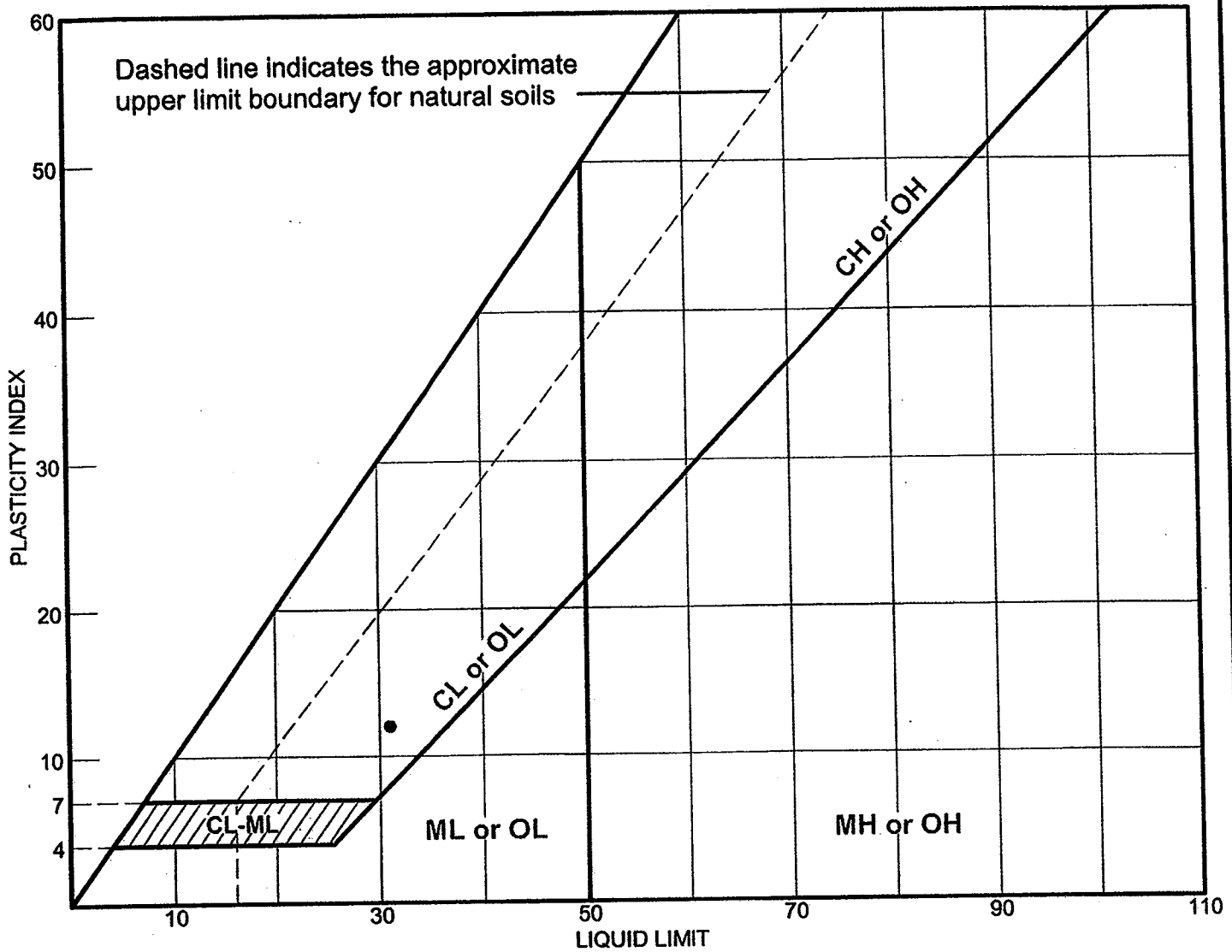
Date: 12/29/09
Elev./Depth:



Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension

Project No: N2091181

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	TP-16	1		12.9	19	31	12	GC

H. C. NUTTING COMPANY

EMPLOYEE OWNED

GEOTECHNICAL, ENVIRONMENTAL AND TESTING ENGINEERS

SINCE 1921

Client: Capitol Engineering, Inc.
Project: Elkins AFRC Utility Extension
Project No.: N2091181

NORTON-HARDING-JIMTOWN**PUBLIC SERVICE DISTRICT**

Box 87, Norton, WV 26285

Phone: 636-6223 - Fax: 636-0208

September 27, 2010

Mr. Robert Fuller, PE
Capitol Engineering, Inc.
1206 Kanawha Blvd. E.
Suite 201
Charleston, WV 25301

RE: Water Line Extension to Elkins Readiness Center

Dear Mr. Fuller:

As a follow-up to our meeting and discussions, please also address and/or confirm the following items of concern. First, the District would like to see a copy of the resume for the Resident Representative to review their experience. The District will need copies of the daily inspection reports from the Resident Project Representative. The District will require two (2) CD's of Adobe format (pdf) as-builts drawings as well as five (5) hard copies as follows: One (1) copy of the redline drawings, Two (2) full size copies of the CAD corrected drawings, and Two (2) half-size copies of the CAD corrected drawings. The District also will require photos of all fittings, valves and connections. Lastly, the District will require two (2) copies of the pressure tests, and bacteriological tests. We would also like to be present during the bacteriological test, so please call to coordinate a date and time.

If you have any questions or would like to discuss this topic further, please give me a call.

Sincerely,



Curtis R. Elmore, Chief Operator
Norton-Harding-Jimtown PSD

cc: Clay Riley, P.E. Thrasher Engineering



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer

District Eight

Joe Manchin III
Governor

P. O. Box 1516 · Elkins, West Virginia 26241-1516 · 304/637-0220

August 30, 2010

Capitol Engineering, Inc.
Attn: Robert M. Fuller P.E.
1206 Kanawha Blvd.E. Suite 201
Charleston Wv. 25301

Re: ARMED FORCES RESERVE CENTER
Sanitary Sewer
Water

Dear Mr. Fuller,

Your submittal for the Armed Forces Reserve Center sewer line and water line project has been reviewed and found to be acceptable.

Prior to commencement of construction activities Form MM-109 and Form BF-125 shall be submitted with the appropriate signatures and proper information to the District. Included in this package shall be copies of the affected Public Service Districts Blanket Bond to cover said work. As well as, 2 full size and 2 half size sets of plans.

If you have further questions or concerns please contact this office at 304-637-0220 ext.50.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Schoonover".

Todd Schoonover
District 8 Utilities Supervisor

EXAMPLE

INDEMNITY AND HOLD HARMLESS AGREEMENT

Indemnification, Hold Harmless and General Release: The State of West Virginia, the Adjutant General's Department, the West Virginia National Guard, Penn Virginia Operating Co. LLC, Polino Enterprises, Inc., Town of Junior and Norton Jimtown Harding Public Service District shall not be held liable for any claims for damage which may arise on account of any use of the premises by **Contractor**, and **Contractor** shall indemnify and hold harmless the State of West Virginia, the Adjutant General's Department, the West Virginia National Guard, Penn Virginia Operating Co. LLC, Polino Enterprises, Inc., Town of Junior, Norton Jimtown Harding Public Service District, their employees, agents, contractors, successors, and assigns (hereinafter "Owners") from and against all claims, losses, costs, expenses or damages, including reasonable attorneys' fees, incurred or sustained as a result of injury to persons or damage to property arising out of or occurring in or resulting from the Agreement, whether from any act or omission to act. Moreover, **Contractor** hereby releases, acquits and discharges Owners from any and all actions, causes of action, claims, demands, losses, expenses, damages, costs, injuries and liabilities incurred or which may be incurred by **Contractor** now or in the future on account of any known or unknown injuries, losses or damages, whether direct or indirect, sustained in connection with or arising out of or incurring in or resulting from **Contractor's** use of the Premises under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

GRANTEE _____

By _____

Its _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of _____, a _____ corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ____ day of _____, 2011.

Notary Public

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

350 CAPITOL STREET, ROOM 313

CHARLESTON, WV 25301-3713

Telephone (304) 558-2981

PERMIT

(Sewer and Water)

PROJECT: Elkins Armed Forces Reserve Center**PERMIT NO.:** 18,762**LOCATION:** near Harding**COUNTY:** Randolph**DATE:** 3-11-2011

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

WVARNG-DEF**1707 Coonskin Drive****Charleston, West Virginia 25311**

is hereby granted approval to: install approximately 420 LF of 8" sewer line; necessary manholes and cleanouts; one (1) 47 GPM duplex submersible sewage pump station; approximately 4,400 LF of 3" force main; with connection to the existing Town of Junior sewage facilities. To install approximately 8,600 LF of 6", 60 LF of 8" and 160 LF of 12" water line; two (2) 75,000 gallon fire service water storage tanks; a 1,000 GPM fire pump located in a fire pump house; all necessary valves, controls and appurtenances; with water to be provided by the Norton-Harding-Jimtown Public Service District.


Facilities are to serve the Elkins Armed Forces Reserve Center.

NOTE: This permit is contingent upon: 1) All new potable water line being disinfected, flushed and bacteriologically tested, prior to use; and 2) Maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines, with the water line over the sewer line.

The Environmental Engineering Division of the OEHS Philippi District Office, (304) 457-2296, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR


 William S. Herold, Jr., P.E., Assistant Manager
 Infrastructure and Capacity Development
 Environmental Engineering Division

WSH:plk

pc: Capitol Engineering, Inc
 Katheryn Emery, P.E., DEP
 Town of Junior
 Norton-Harding-Jimtown PSD
 Ingrid Ferrell, PSC-Engineering Division
 Amy Swann, PSC
 Randolph-Elkins County Health Department
 OEHS-EED Philippi District Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED CONTRACTOR'S NAME AND ADDRESS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER B: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER C: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER'S NAME		INSURER B: INSURER'S NAME		INSURER C: INSURER'S NAME		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: INSURER'S NAME													
INSURER B: INSURER'S NAME													
INSURER C: INSURER'S NAME													
INSURER D:													
INSURER E:													

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD	POLICY EXPIRES	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR			EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$50,000 AUTO EXP (Per occurrence): \$5,000 PERSONAL & ADVISORY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPOS AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	GARAGE LIABILITY ANY AUTO			AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA ADD: \$ ADD: \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: \$ RETENTION: \$			EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER OR PART-TIME/EXECUTIVE OFFERED UNDER EXCLUDED (Mandatory State) <input type="checkbox"/> V/LR (See General Under SPECIAL PROVISIONS below)			<input checked="" type="checkbox"/> STATE STATUTE / OTHER EL EACH ACCIDENT: \$500,000 EL DISEASE - EA EMPLOYEE: \$500,000 EL DISEASE - POLICY LIMIT: \$500,000
	Other			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolids). Owner, Architect, Architect's Consultants, and Landowners are to be named as additional insureds.
 (Insert project's name and address)

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

SECTION I – BASE BID AND ALTERNATES

Dated: 06-16-2011
(Bidder to insert date bid submitted)

SUBMITTED BY:

Dankill Construction Co. *(hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV 001196

SUBMITTED TO: The State of West Virginia

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

**ELKINS AFRC UTILITY EXTENSION
 ELKINS, RANDOLPH COUNTY, WEST VIRGINIA**

All in accordance with the Drawings and Specifications as prepared by Capitol Engineering, Inc., 1206 Kanawha Blvd E, Suite 201, Charleston, WV 25301.

BASE BID:

For the Sum of: ONE million Five hundred Eight Thousand
SEVEN Hundred Fifty-Eight Dollars (\$ 1,508,758.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than **120 calendar days (or less, if feasible)** from Notice to Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with GP-54 of the General Provisions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Additional schedule requirements for this contract include: 1) Clearing and grubbing for the right-of-way shall be completed within **15 calendar days** from Notice to Proceed; 2) Water service for domestic use must be substantially complete within **75 calendar days** from Notice to Proceed.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and their proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including

maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

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

#1 5-26-2011 #2 6-8-2011 _____

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

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

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

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

SIGNATURE OF BIDDER:

Robert D. Hill

Firm: Danhill Construction Co.

By: _____

Address: PO Box 685

Title: President

Address: Craley Bridge, W.V.

Phone: 304 632-1600

Address: 25085

Fax: 304-632-1501

Tax Cert#: 1038-9374

END OF SECTION I

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and removing site utilities.
7. Temporary erosion- and sedimentation-control measures.

B. Related Sections:

1. Division 1 Section "Temporary Facilities" for temporary utility services, construction and support facilities, security and protection facilities.
2. Division 1 Section "Field Engineering" for field engineering and surveying.

1.3 DEFINITIONS

- A. **Subsoil:** All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. **Surface Soil:** Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. **Topsoil:** Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. **Plant-Protection Zone:** Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- E. **Tree-Protection Zone:** Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- F. **Vegetation:** Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil, timber, stumps, and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by COTR.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify Miss Utility for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 2 Section "Earthwork."
1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
- B. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
1. Use coating with a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Division 2 Section "Tree Protection and Trimming."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by COTR.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify COTR not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without COTR's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in Division 2 Sections.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or outside the construction limits.
 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 3. Stumps in the way of utilities must be removed. Stumps shall be handled as follows depending on the property owner.
 - a. WV Department of Transportation (Approximate Waterline Stations 0+00 to 40+80) – Remove stumps and dispose of properly off-site.
 - b. Penn Virginia Resource Company (Approximate Waterline Stations 40+80 to 71+30) – Stumps may be left adjacent to the ROW, but not blocking skid trails or roads.
 - c. Polino Enterprises (Approximate Waterline Stations 71+30 to 79+30) – Remove stumps and dispose of properly off-site.
 - d. State of West Virginia – Adjutant General’s Department, West Virginia Army National Guard (Approximate Waterline Stations 79+30 to end) – Stumps may be stockpiled in an area to be designated by the COTR.
 - e. Stumps (or debris of any kind) will not be moved from one property to another.
 4. Chip removed tree branches and broadcast into surrounding area.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
1. Limit height of topsoil stockpiles to 72 inches.
 2. Do not stockpile topsoil within protection zones.
 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.

4. Stockpile surplus topsoil to allow for resspreading deeper topsoil.

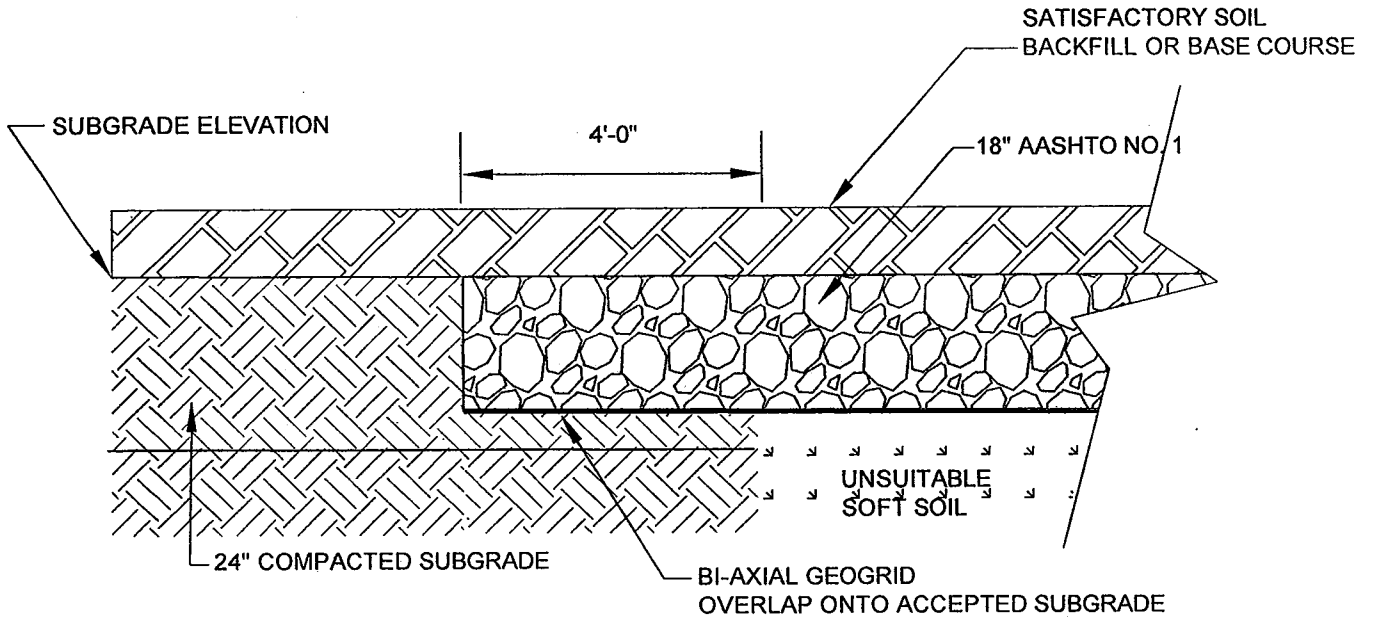
3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION



1 OVER-EXCAVATION DETAIL
1 N.T.S.

EXHIBIT 10

REQUISITION NO.: DEFK 11038

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Robert D. Hill

SIGNATURE

Dankhil Construction

COMPANY

10-16-2011

DATE



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEFK11038

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

VENDOR

*709053330 304-632-1558
 DANHILL CONSTRUCTION COMPANY
 PO BOX 685
 GAULEY BRIDGE WV 25085

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2011				

BID OPENING DATE: 06/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	JB		968-20		
UTILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER						
***** THIS IS THE END OF RFQ DEFK11038 ***** TOTAL:						<u>\$1,508,758.⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 06-16-2011
TITLE President	FAX 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia 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 State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

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ADVERTISEMENT FOR BIDS

Sealed bids for the **Elkins Armed Forces Reserve Center Utility Extension (DEFK11038)** project will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotation, plans, and specifications. The Request for Quotations can be obtained by contacting the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtain by contacting:

Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304-558-2316

Plans and specifications for this project may be obtained by qualified prime contractors at the printer, Charleston Blueprint, 1203 Virginia Street East, Charleston, West Virginia, 25301; 304-343-1063 (phone), 304-343-1095 (fax), 1-800-220-9625 (toll free).

The following schedule is the cost for acquiring a set of the bidding documents:

Cost for a full-size set of bidding documents.....\$110.00

Please note that this is the actual cost of the documents, and is not a refundable deposit. Contractor is responsible for shipping costs.

Bidding documents may be examined at the following locations during regular business hours:

1. Kanawha Valley Builder's Association, 1627 Bigley Avenue, Charleston, WV 25302, 304-342-7141.
2. Construction Employers Assoc of North Central WV, 2794 White Hall Blvd, White Hall, WV 26554, 304-367-1290 phone, 304-367-0126 fax.
3. Contractor's Association of West Virginia, 2114 Kanawha Boulevard, East, Charleston, WV 25311, 304-342-1166 phone, 304-342-1074 fax.
4. McGraw-Hill Dodge Reports, Attn: Scan Department, 315 Central Avenue, Hot Springs, AR 71913-6138, 501-321-5406 phone, 501-625-3544 fax, <http://dodge.construction.com/plans/> to view plans.

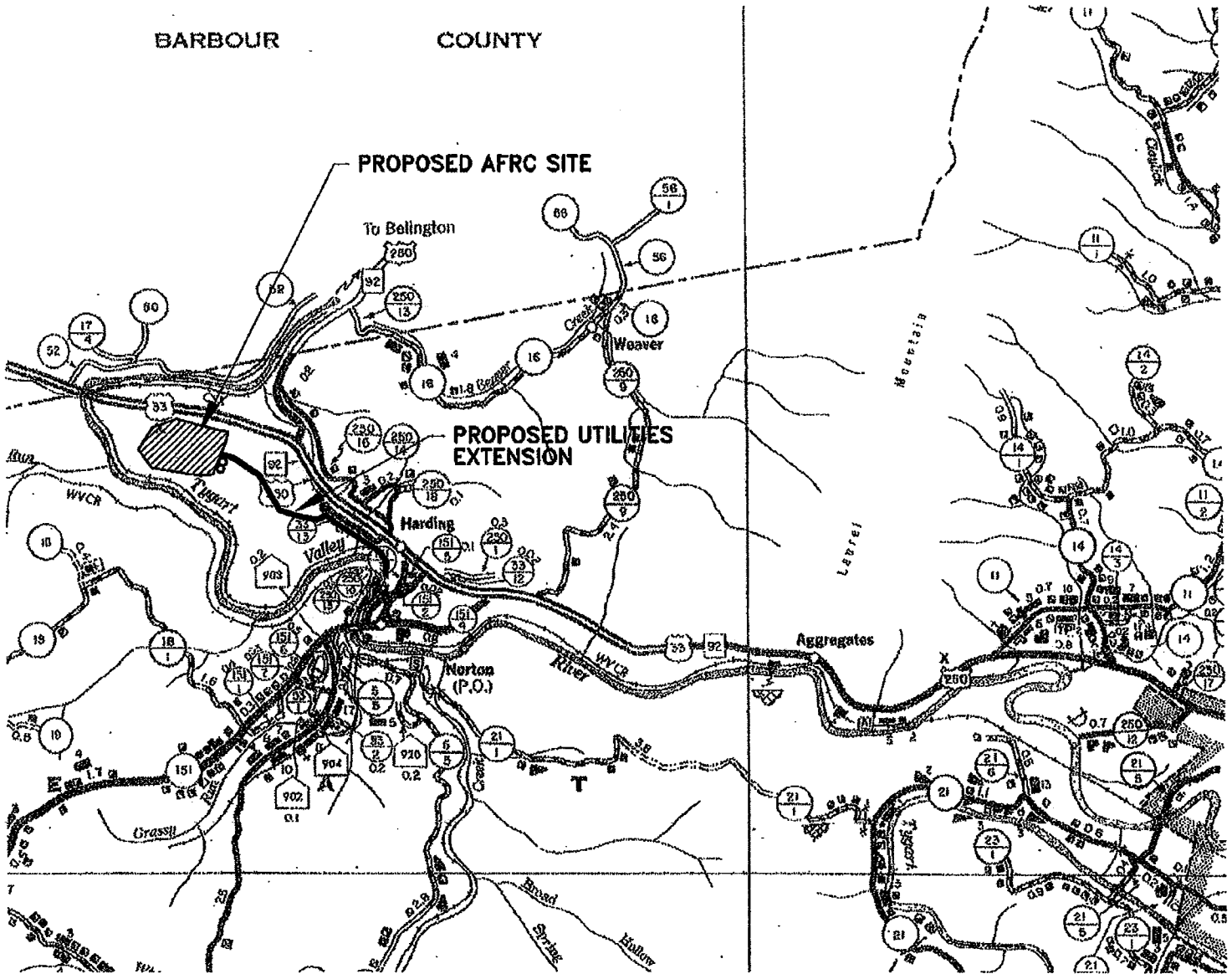
A pre-bid conference will be held at 1:30 p.m. on 2 June 2011 at the Elkins AFRC construction site located approximately eight miles west of Elkins at Mile Marker 27.5 on US Route 33 East (see map on next page). Attendance of the pre-bid conference is mandatory for all prime bidders. Failure by any prime contractor to attend the pre-bid conference will result in disqualification of the bidder and the rejection of the contractor's bid. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.



BARBOUR COUNTY

PROPOSED AFRC SITE

PROPOSED UTILITIES EXTENSION



VICINITY MAP

ELKINS AFRC UTILITY EXTENSION
RANDOLPH COUNTY, WV

DATE: 5-9-11

SCALE: 1" = 1 MILE

EXHIBIT 10

REQUISITION NO.: DEFK 11038

ADDENDUM ACKNOWLEDGEMENT

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Robert D. Hill
.....
SIGNATURE
Danhill Construction
.....
COMPANY
06-16-2011
.....
DATE

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Utility Extension project at Elkins Armed Forces Center

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

16th day of June, 20 11

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)

By Robert D. Hill *Robert D. Hill*
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Colonial Surety company
(Name of Surety)

Roberta Bird *Roberta Bird*
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

Colonial Surety Company

Administrative Office
50 Chestnut Ridge Road
Montvale, NJ 07645

CONSENT OF SURETY

State of WV., Div of Engineering & Facilities
1707 Coonskin Drive
Charleston, WV 25311-1099

RE: Utility extension project at Elkins Armed Forces Center

COLONIAL SURETY COMPANY organized and existing under the laws of the Commonwealth of Pennsylvania and duly qualified to transact business in the State of WV hereby agrees that

Danhill Construction Company

Gauley Bridge, WV

has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to

Danhill Construction Company

Gauley Bridge, WV

that we will provide the required performance, payment and/or maintenance bonds.

Signed and sealed this 16th day of June 2011.

COLONIAL SURETY COMPANY

BY: Roberta Bird
Roberta Bird (Attorney-in-Fact)

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Roberta Bird

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey 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

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

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

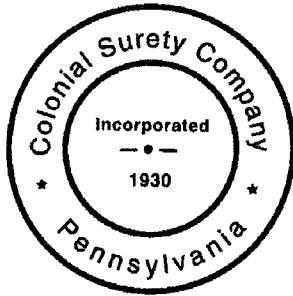
Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and 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 binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey
County of Bergen

SS.:



By [Signature] Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Simmons, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SIMMONS
A Notary Public of New Jersey
My Commission Expires September 9, 2015

[Signature] Theresa Simmons, Notary Public

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

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

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

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 16th day of June, 20 11.

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

[Signature] Audie B. Murphy, Secretary

State of West Virginia

County of Fayette

AND NOW, this 16th day of June, in the calendar year of 2011, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

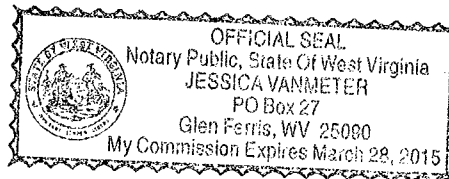
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Vanmeter
NOTARY PUBLIC





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

STATE OF West Virginia
COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

- 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 valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Danhill Construction Company
(Company Name)

By: Robert D. Hill

Title: President

Date: 6/11/2011

Taken, subscribed and sworn to before me this 11 day of June 2011.

By Commission expires 3/28/2015

(Seal) OFFICIAL SEAL
Notary Public, State Of West Virginia
JESSICA VANMETER
PO Box 27
Glen Ferris, WV 25090
My Commission Expires March 28, 2015

Jessica Vanmeter
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. DEFK 11038

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: 6/16/2011

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 16 day of June, 2011.

My Commission expires March 28, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Jessica Vanmeter

