



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
COR61369

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

DIVISION OF CORRECTIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 11/21/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **12/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO ADD TO, MODIFY THE ORIGINAL SPECIFICATIONS, AND TO ESTABLISH THE PROJECT TIME ALLOWANCE.						
0001	1	LS		910-66		
				ROOF REPLACEMENT		
***** THIS IS THE END OF RFQ COR61369 *****						TOTAL: \$ 49,920.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kalid D. Hill</i>	TELEPHONE 304-632-1000	DATE 12-06-2007
TITLE <i>President</i>	FERN 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

Department of Administration
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ADDENDUM NO. 1

- Item #1 Contractor to replace existing ridge vent with Cobra Vent or equal.
- Item #2 Contractor to submit price per square foot for roof decking replacement. Replacement material must match thickness of existing material. Any decking requiring replacement must be approved and signed off on by the facility.
- Item #3 Timeline for project will be 90 Calendar Days from to Notice to Proceed.
-

COR61369 - ROOF REPLACEMENT BID FORM			
Description	Est. Order Qty.	Unit Price	Extended Price
Total Roof Replacement Per Specs	1		\$ 49,665.00
Deck Replacement Per Sq. Ft.	*50	\$ 5.10	\$ 255.00
Failure to use this form may result in disqualification		Total	\$ 49,920.00
Bidder / Vendor Information:			
Name:	Danhill Construction Company		
Address:	P.O. Box 685		
	Bauky Bridge, WV. 25085		
Phone# :	304-632-1600		
Email Address:	Rdanhill@hotmail.com		
* Quantity are for bidding purposes only - more or less may be purchased			

SIGN IN SHEET

Page 1 of 1

Request for Proposal No. CoR 61369

PLEASE PRINT

Date: 11/20/2007

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Danhill Construction Co</u>	<u>PO Box 685</u>	PHONE: <u>304-632-1600</u>
Rep: <u>Jessica VanMeter</u>	<u>Gowley Bridge, WV</u>	TOLL FREE
Email Address: <u>sdanhill@hotmail.com</u>	<u>25085</u>	FAX: <u>304-632-1501</u>
Company: <u>Harris Bros. Roofing Co.</u>	<u>1518 Hansford St/Chap/25311</u>	PHONE: <u>304-343-5566</u>
Rep: <u>Jay Helcomb</u>		TOLL FREE
Email Address: <u>Jayhd@verizon.net</u>		FAX: <u>343-5568</u>
Company: <u>TR TRI-STATE ROOFING</u>	<u>Po Box 1231</u>	PHONE: <u>304-755-8135</u>
Rep: <u>KEN LINDSAY</u>	<u>CHARLESTON, WV 25324</u>	TOLL FREE
Email Address: <u>KLINDSAY@TRI-STATESERVICE.COM</u>		FAX: <u>304-755-5275</u>
Company: <u>Singer Sheet Metal Co. Inc.</u>	<u>510 East Street</u>	PHONE: <u>304-422-5495</u>
Rep: <u>Kenny Baker</u>	<u>Parkersburg, WV 26101</u>	TOLL FREE
Email Address: <u>Singer/kenny@csmtmet.net</u>		FAX: <u>304-422-6026</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX



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LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		\$49,920.00
<p>ROOF REPLACEMENT</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE A ROOF AT THE BECKLEY CORRECTIONAL CENTER, BECKLEY, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 11/20/2007; 11:00 AM BECKLEY CORRECTIONAL CNTR. 111 SOUTH EISENHOWER DR. BECKLEY, WV 25801</p> <p>PLEASE CONTACT JAMIE ESTEP AT 304-256-6780 TO CONFIRM ATTENDANCE.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 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 SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kalut D. Hill</i>	TELEPHONE 6032-1600	DATE 12-6-2007
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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COR61369

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

DIVISION OF CORRECTIONS
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING 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 IS \$250,000.</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/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert J. Nunn</i>	TELEPHONE 632-1600	DATE 12-6-2007
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rahel D. Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>12-6-2007</i>
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Rahit D. Hill* TELEPHONE **632-1600** DATE **12-6-2007**
 TITLE *President* FEIN **55-0648251** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 .. 11... 21... 2007</p> <p>NO. 2</p>						

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NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>..... <i>Rahit D. Hill</i> SIGNATURE <i>Danhill Construction</i> COMPANY <i>12.06.2007</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 25305. TELEPHONE: (304) 558-7890.</p>						

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BID OPENING DATE: **12/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: <i>Robert D. Hill</i></p> <p>CONTRACTORS NAME: <i>Danhill Construction Company</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV.O.O.11.9.6</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>12-6-2007</i>
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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:
COR61369

PAGE:
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

DIVISION OF CORRECTIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2007				

BID OPENING DATE: **12/06/2007** 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: JOHN ABBOTT-----</p> <p>REQ. NO.: COR61369-----</p> <p>BID OPENING DATE: 12/06/2007-----</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 or Chris Dozier-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Dan Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>12-6-2007</i>	
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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:
COR61369

PAGE:
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

VENDOR

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

SHIP TO

**DIVISION OF CORRECTIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2007				

BID OPENING DATE: **12/06/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ COR61369 ***** TOTAL:						\$ 49,920.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 12-6-2007
TITLE <i>President</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

SECTION 07311 - ASPHALT SHINGLES

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. This Section includes the following:

1. Asphalt shingles.
2. Felt underlayment.
3. Self-adhering sheet underlayment.

- B. Related Sections include the following:

1. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings and counterflashings not part of this Section.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Samples for Initial Selection: For each type of asphalt shingle, ridge and hip cap shingles indicated.

1. Include similar Samples of trim and accessories involving color selection.

- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

1. Asphalt Shingle: Full-size asphalt shingle strip.
2. Ridge and Hip Cap Shingles: Full-size ridge and hip cap asphalt shingle.
3. Self-Adhering Underlayment: 12 inches (300 mm) square.

- D. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.

- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.

F. Research/Evaluation Reports: For asphalt shingles complying with the requirements of the International Building Code.

G. Maintenance Data: For asphalt shingles to include in maintenance manuals.

H. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual that is approved, authorized, or licensed by asphalt shingle roofing system manufacturer to install roofing system indicated.

B. Source Limitations: Obtain ridge and hip cap shingles felt underlayment and self-adhering sheet underlayment through one source from a single asphalt shingle manufacturer.

C. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

D. Preinstallation Conference: Conduct a mandatory pre-installation conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.

1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.

B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.

1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

18 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.
 1. Material Warranty Period: 40 years from date of Substantial Completion, prorated, with first 5 years nonprorated.
 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 80 mph for 5 years from date of Substantial Completion.
 3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
 4. Workmanship Warranty Period: 10 years from date of Substantial Completion.

19 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Asphalt Shingles: 100 sq. ft of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 GLASS-FIBER REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, 3-tab laminated, dimensional, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 1. Available Products:
 - a. GAF Materials Corporation; Timberline Select 40.
 - b. Owens Corning; Oakridge; Oakridge 40.

2. Butt Edge: Straight
3. Strip Size: Manufacturer's standard
- ~~4. Algae Resistance: Granules treated to resist algae discoloration.~~
5. Color and Blends: As selected by Architect from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226 or Type I, asphalt-saturated organic felts, nonperforated.
- B. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55-mil- (1.4-mm-) thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied.
 1. Available Products:
 - a. GAF Materials Corporation; Weather Watch.
 - b. Owens Corning; WeatherLock G.

2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized steel wire with low profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

2.5 METAL FLASHING AND TRIM

- A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.
 1. Step Flashings: Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 5 inches (125 mm) over the underlying asphalt shingle and up the vertical surface.
 2. Open Valley Flashings: Fabricate in lengths not exceeding 10 feet (3 m) with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of 10 inches (250 mm).

3. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with 2-inch (50-mm) roof deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.

- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches (100 mm) from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
 3. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Single-Layer Felt Underlayment: Install single layer of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Lap sides a minimum of 2 inches (50 mm) over underlying course. Lap ends a minimum of 4 inches (100 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with roofing nails.
 1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction to shed water. Lap ends of felt not less than 6 inches (150 mm) over self-adhering sheet underlayment.
- B. Double-Layer Felt Underlayment: Install double layers of felt underlayment at roof slope less than 4:12. Install on roof deck perpendicular to roof slope in parallel courses. Install a 19-inch (485-mm-) wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19 inches (485 mm) in shingle fashion. Lap ends a minimum of 6 inches (150 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with roofing nails.
 1. Apply a continuous layer of asphalt roofing cement over starter course and on felt underlayment surface to be concealed by succeeding courses as each felt course is installed. Apply over entire roof.

2. Install felt underlayment on roof sheathing not covered by self-adhering sheet underlayment. Lap edges over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction to shed water.
3. Terminate felt underlayment flush extended up not less than 4 inches (100 mm) against sidewalls, curbs, chimneys and other roof projections.

C. **Self-Adhering Sheet Underlayment:** Install self-adhering sheet underlayment, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated below, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.
2. Eaves: Extend from edges of eaves 24 inches beyond interior face of exterior wall.
3. Rakes: Extend from edges of rake 24 inches beyond interior face of exterior wall.
4. Valleys: Extend from lowest to highest point 18 inches on each side.
5. Hips: Extend 18 inches on each side.
6. Ridges: Extend 18 inches on each side.
7. Sidewalls: Extend beyond sidewall 18 inches and return vertically against sidewall not less than 4 inches.
8. Dormers, Chimneys, Skylights, and other Roof-Penetrating Elements: Extend beyond penetrating element 18 inches and return vertically against penetrating element not less than 4 inches.
9. Roof Slope Transitions: Extend 18 inches on each roof slope.

3.3 METAL FLASHING INSTALLATION

- A. **General:** Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. **Apron Flashings:** Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- C. **Step Flashings:** Install with a headlap of 2 inches (50 mm) and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- D. **Cricket Flashings:** Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- E. **Open Valley Flashings:** Install centrally in valleys, lapping ends at least 8 inches (200 mm) in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
 1. Secure hemmed flange edges into metal cleats spaced 12 inches apart and fastened to roof deck.
 2. Adhere 9-inch- (225-mm-) wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.

F. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.

~~G. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.~~

H. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.4 ASPHALT SHINGLE INSTALLATION

A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches wide with self-sealing strip face up at roof edge.

1. Extend asphalt shingles 1/2 inch over concealed gutter fascia at eaves and rakes.
2. Install starter strip along rake edge.

C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

D. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.

1. Where roof slope exceeds 20:12, seal asphalt shingles with asphalt roofing cement after fastening with additional roofing nails.
2. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
3. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.

E. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley.

1. Set valley edge of asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.
2. Do not nail asphalt shingles to metal open valley flashings.

F. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 07311

PURCHASE ORDER COVER SHEET
(AGENCY SHEET)

DOCUMENT ID: P000017957

STATE ORGANIZATION: 0608
STATE ORGANIZATION NAME: CORRECTIONS DIVISION OF
ORGANIZATION CONTACT: NANCY LEONORO SWECKER
ORGANIZATION ADDRESS: BLDG 4 ROOM 300

CHARLESTON

WV 25305-0000

ORGANIZATION: 8388
ORGANIZATION NAME: RESERVE

DATE PREPARED: 11/07/07
PO AMOUNT: 60,000.00
ENCUMBRANCE AMOUNT: 60,000.00
START DATE: 11/11/11
END DATE: 11/11/11
STATE PURCHASE ORDER NUMBER: COR61369
AGENCY COMMITMENT ID:
CONTRACT NUMBER:
VENDOR NUMBER:
VENDOR NAME: RECORD NOT FOUND
VENDOR ADDRESS: RECORD NOT FOUND

CONTACT PERSON: BRYAN ARTHUR
CONTACT PHONE: 304-558-8045 EXT: 116 RETURN TO ORG:0608

DESCRIPTION: ROOF REPLACEMENT FOR BECKLEY

LINE	FUND	FY	ORG	ACT	OBJ	GRANT	PROJ	AMOUNT
	0450	2008	0608	755	143			
001	0450	2008	8388	755	143			60,000.00

								60,000.00

								TOTAL PURCHASE ORDER AMOUNT
								60,000.00

STATE OF WV
PURCHASING DIVISION

2007 NOV - 7 P 1:37

RECEIVED

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 exceeds 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Daniel Construction Company
Authorized Signature: Robert D. Hill Date: 12-6-2007

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 Two Thousand Five Hundred (\$ 2,500 00) 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
Remove and Install new roof system.

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
6th day of December, 20 07

Principal Corporate Seal

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

Surety Corporate Seal

Colonial Surety company
(Name of Surety)
Chris Dozier
Chris Dozier
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

Division of Corrections
111 South Eisenhower Dr.
Beckley, WV 25801

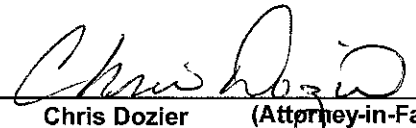
RE:

Roof Replacement

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**, **Glen Ferris**, **WV** has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to **Danhill Construction Company**, **Glen Ferris**, **WV** that we will provide the required performance, payment and/or maintenance bonds.

Signed and sealed this 6th day of December 2007.

COLONIAL SURETY COMPANY

BY: 
Chris Dozier (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

Chris Dozier

Glen Ferris WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

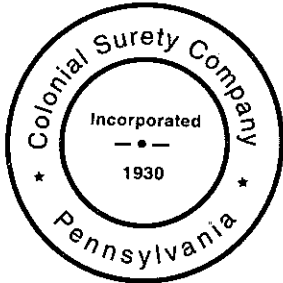
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment 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 8th day of September, A.D., 2006.

State of New Jersey }
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By Wayne Nunziata
Wayne Nunziata President

On this 8th day of September, in the year 2006, 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 2 2010

Theresa Simmons
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 6th day of December, 20 07.

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

Frederick S. Gallo
Frederick S. Gallo Secretary

State of West Virginia

County of Fayette

AND NOW, this 6th day of December, in the calendar year of 2007, 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, **Chris Dozier, 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.

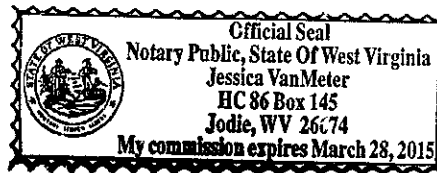
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001196

Classification:

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

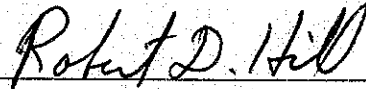
DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

Date Issued

Expiration Date

AUGUST 06, 2007

AUGUST 06, 2008



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.