




West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 49727

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 000000205174



SO Doc ID: ADJ1500000004

Legal Name: DANHILL CONSTRUCTION COMPANY

Published Date: 1/7/15

Alias/DBA:

Close Date: 1/15/15

Total Bid: \$744,252.81

Close Time: 13:30

Response Date: 01/15/2015



Status: Closed

Response Time: 12:36

Solicitation Description: Addendum No. 1 - FWAATS - responses to vendor questions

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 49727

Solicitation Description : Addendum No. 1 - FWAATS - responses to vendor questions

Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|------------------------------|---------|
| | 2015-01-15 13:30:00 | SR 0603 ESR01151500000001670 | 1 |

VENDOR

000000205174

DANHILL CONSTRUCTION COMPANY

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X **FEIN #** **DATE**

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-----------------------------------------|-----|------------|------------|-----------------------------|
| 1 | Trench drain and concrete apron repairs | | | | \$160,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72152700 | | | |

Extended Description : Addendum No. 1 - See attached pages. Responses to vendor questions and pre-bid sign-in sheets attached. Bid opening remains on 01/15/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, materials, and all associated costs to rehabilitate the trench drain system and repair

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------------------|-----|------------|------------|-----------------------------|
| 2 | Alternate Proposal #1 Concrete Slab Replacement | | | | \$40,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72152700 | | | |

Extended Description : Alternate Proposal #1 Concrete Slab Replacement

SECTION I – BASE BID AND ALTERNATES

Dated: January 15, 2015
(Bidder to insert date bid submitted)

SUBMITTED BY:

Danhill Construction Company *(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:

**FWAATS Trench Drain and Concrete Apron Rehabilitation
West Virginia Army National Guard
Bridgeport, Harrison 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.

CONTRACT ITEM #1

BASE BID:

For the Sum of: Six Hundred Forty Thousand Six Hundred Seventy Four Dollars and Eighty

One Cents (\$ 640,674.81)

ALTERNATE(S)

The Owner may or may not select the alternate(s).

The contract will be awarded based on the grand total of the Base Bid and any Alternate Bid Item(s). Owner will select Alternate Bid Item(s) in the order presented in the bid documents, and Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate).

Refer to Section 01030 "Alternates" for description of Alternate(s).

CONTRACT ITEM #2

Alternate Bid No. 1 – Concrete Slab Replacement

Add the Sum of: One Hundred Three Thousand Five Hundred Seventy Eight Dollars and Zero Cents

(\$ 103,578.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than **180 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.

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 1/7/2015

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.

Contract Award: The contract is intended to provide the agency with a purchase price for the Contract Items. The contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item #2 (Add Alt. No. 1) will be awarded if funding is available.

SIGNATURE OF BIDDER:

Firm: Danhill Construction Company

By: Robert D. Hill

Address: PO Box 685

Title: President

Address: Gauley Bridge, WV 25085

Phone: 304-632-1600

Address: _____

Fax: 304-632-1501

Tax Cert#: 1038-9374

End of Section I



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 adjustments in Contract Sum.

The Engineer shall be notified if the Bidder's takeoff varies significantly from the Engineer's estimated quantities.

| NO. | ITEM | QTY | UNIT | UNIT PRICE | EXTENDED PRICE |
|-----|------------------------------------------|-------|------|--------------|-------------------|
| 1 | General Administration (maximum 5%) | 1 | LS | 30,030.55 | 30,030.55 |
| 2 | Mobilization/Demobilization (maximum 5%) | 1 | LS | 30,030.55 | 30,030.55 |
| 3 | Quality Control (maximum 2%) | 1 | LS | 12,012.22 | 12,012.22 |
| 4 | B&O Tax Allowance (2% of total) | 1 | LS | 12,012.22 | 12,562.25 |
| 5 | Trench Drain Rehabilitation | 327 | LF | 1,143.90 | 374,055.30 |
| 6 | Expansion Joint Rehabilitation | 300 | LF | 83.31 | 24,993.00 |
| 7 | Control Joint Rehabilitation | 7,250 | LF | 4.77 | 34,582.50 |
| 8 | Random Crack Rehabilitation | 1,000 | LF | 58.23 | 58,230.00 |
| 9 | Pop-Out Repair | 0 | CY | 10,000.00 | 10,000.00 |
| 10 | Partial Depth Spall Repair | 200 | CY | 112.75 | 22,550.00 |
| 11 | Full-Depth Concrete Repair | 70 | SY | 359.71 | 25,179.70 |
| 12 | Pavement Marking | 1 | LS | 6,448.74 | 6,448.74 |
| | | | | TOTAL | 640,674.81 |

BID ALTERNATES

BID ALTERNATE #1 - CONCRETE SLAB REPLACEMENT

| | | | | | |
|----|---------------------------|-----|----|--------|------------|
| 13 | Concrete Slab Replacement | 120 | SY | 863.15 | 103,578.00 |
|----|---------------------------|-----|----|--------|------------|

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
Remove4 and replace trench drain and concrete apron rehabilitation.

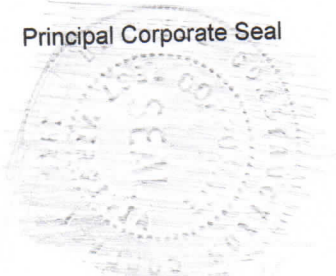
NOW THEREFORE,

- (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
15th day of January, 20 15.

Principal Corporate Seal



Danhill Construction Company
(Name of Principal)

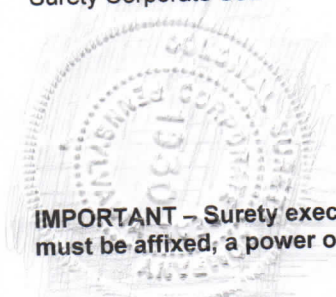
By Robert D. Hill *Robert D. Hill*
(Must be President or
Vice President)

President
(Title)

Colonial Surety company
(Name of Surety)

Roberta Bird *Roberta Bird*
Attorney-in-Fact

Surety Corporate Seal



**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

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

Bid Bonds and Consent of Surety Only

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

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

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

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 10th day of October, A.D., 2014.

State of New Jersey }
County of Bergen } SS.



By Wayne Nunziata
Wayne Nunziata, President



On this 10th day of October, in the year 2014, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



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

Theresa Spinelli
Theresa Spinelli Notary Public

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

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

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

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 15th day of January, 20 15.

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

Audie B. Murphy
Audie B. Murphy, Secretary

State of West Virginia

County of Fayette

AND NOW, this 15th day of January, in the calendar year of 2015, 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 4/17/2024

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Taylor
NOTARY PUBLIC



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Danhill Construction Company
Authorized Signature: Robert D. Hill Date: January 15, 2015

State of West Virginia
County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 15 day of January, 2015.

My Commission expires April 17, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Jessica Taylor

Purchasing Affidavit (Revised 07/01/2012)





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

**STATE OF WEST VIRGINIA,
COUNTY OF Fayette, TO-WIT:**

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

- I am an employee of Danhill Construction Company; and,
(Company Name)
- 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.

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

By: Robert D. Hill
 Title: President
 Company Name: Danhill Construction Company
 Date: January 15, 2015

Taken, subscribed and sworn to before me this 15 day of January, 2015.

By Commission expires April 17, 2024

(Seal)  OFFICIAL SEAL
 Notary Public, State Of West Virginia
 JESSICA TAYLOR
 9626 Rich Creek Rd
 Jodie, WV 26690
 My Commission Expires April 17, 2024

Jessica Taylor
 (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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001196

Classification:

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

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

Date Issued

AUGUST 06, 2014

Expiration Date

AUGUST 06, 2015

Robert D. Hill

Authorized Company Signature

Michael A. Carl

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.



ACORD™

Client#: 1638974

18DANHICON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|--------|
| PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806 | CONTACT NAME: Shelley Newman | FAX (A/C, No): 8887513002 | |
| | PHONE (A/C, No, Ext): 304 346-0806 | E-MAIL ADDRESS: Shelley.Newman@BBandT.com | |
| INSURED Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Westfield Insurance Company | 24112 | |
| | INSURER B : Brickstreet Mutual Insurance Co | 12372 | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | X | TRA0548113 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | X | X | TRA0548113 | 07/01/2014 | 07/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | | | TRA0548113 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCB1008781 | 09/20/2014 | 09/20/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ** Voluntary Compensation ; Other States Coverage**
Proprietors/Partners/Executive Officers/Members Excluded: Robert Hill, President Rebecca Hill, Secretary/Treasurer
Broad Form Employers Liability Form# WC990304 Edt Date: 01/01/06
Blanket Waiver of Subrogation Form# WC000313 Edt Date: 04/01/84
(See Attached Descriptions)

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

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ - ADJ1500000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Daphill Construction Company
Company

Robert D. Hill
Authorized Signature

January 15 2015
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Danhill Construction Company
(Company)

Robert D. Hill, Robert D. Hill, President
(Authorized Signature) (Representative Name, Title)

304-632-1600 304-632-1501 1/15/15
(Phone Number) (Fax Number) (Date)

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Danhill Construction Company

Contractor's License No. WV001196

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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