



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 2

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 757601

Procurement Type: Central Purchase Order

Vendor ID: 000000205173 

Legal Name: DANHILL CONSTRUCTION COMPANY

Alias/DBA:

Total Bid: \$3,165,000.00

Response Date: 10/29/2020 

Response Time: 13:14

Responded By User ID: chrisdozier 

First Name: Chris

Last Name: Dozier

Email: cdozier33@yahoo.com

SO Doc Code: CRFQ

SO Dept: 0805

SO Doc ID: PTR2100000004

Published Date: 10/21/20

Close Date: 10/29/20

Close Time: 13:30

Status: Closed

Solicitation Description: Construction of Transfer Station in Bluefield

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Transport buildings and structures	1.00000	EA	3165000.000000	3165000.00

Comm Code	Manufacturer	Specification	Model #
95121603			

Commodity Line Comments:

Extended Description:

Vendors submitting bids online should enter their total bid amount in the commodity line of Oasis and attach the Bid Form included in the specifications with their bid response

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

BID FORM
Facility Improvements

To: West Virginia Department of Transportation, Division of Public Transit
Building 5
1900 Kanawha Blvd E
Charleston, WV 25305

In compliance with your Advertisement for Bids, the undersigned:

Danhill Construction Company
(Name of firm, partnership or Corporation)

hereby proposes to furnish all supervision, labor, materials, plant, tools, equipment, transportation, overhead and profit, and other facilities related to, proper for, or incidental to the **Bluefield Area Transit Transfer Center** located at 400 Bluefield Avenue, Bluefield, WV 24701, for the **West Virginia Department of Transportation, Division of Public Transit**, in strict accordance with the Project Manual and Drawings dated **XXX XX, 2020**, and including any subsequently issued addenda for consideration of the following Lump Sum amount:

BASE BID:

Three Million One Hundred Sixty-Five Thousand Dollars (\$ 3,165,000.00)

ALTERNATES: State the amount for adding or deducting the following from the Contract Sum. Refer to Section 012300 for further information.

Alternate No. 1: Include the placement of asphalt pavement as indicated on Drawing C-202, and all applicable associated references and specification sections.

ADD DEDUCT (circle applicable one) One Hundred Eighty Thousand Dollars (\$ 180,000.00)

Alternate No. 02: Provide improvements to existing storage shed as indicated on Drawings and all applicable associated references and specification sections.

ADD DEDUCT (circle applicable one) Two Hundred Fifty-Two Thousand Dollars (\$ 252,000.00)

UNIT PRICES: State the amount for adding the following specific tasks to the Contract Sum. Refer to Section 012200 for further information.

Removal and replacement of unsuitable soil \$ 60.00 Dollars /CY
Sixty-Dollars

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

PROPOSED EQUIVALENTS

The Contractor has included in the Base Bid the following kinds, types, brands, or manufacturers of materials in lieu of those named in the specifications. The Contractor understands that he includes these proposed equivalent items in the Base Bid at his own risk, as they are subject to the approval of the Architect. The Contractor certifies that the following constitute the extent of proposed equivalent items included in the Base Bid and that the remainder of kinds, types, brands, or manufacturers included in the Base Bid are those named in the specifications.

<u>ITEM</u>	<u>SPECIFICATION SECTION & PARAGRAPH(S)</u>	<u>PROPOSED EQUIVALENT</u>

ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of forty-five (45) calendar days from the date of Bid opening. Furthermore, the undersigned will, within ten (10) days of written notice of acceptance of this bid, execute a contract in the form specified and submit specified Performance and Payment Bonds.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

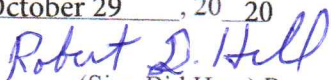
The undersigned agrees to complete the work in accordance with the time period specified in the Supplementary Instructions to Bidders.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. <u>1</u> Date <u>10-16-2020</u>	Addendum No. _____ Date _____
Addendum No. <u>2</u> Date <u>10-19-2020</u>	Addendum No. _____ Date _____
Addendum No. <u>3</u> Date <u>10-23-2020</u>	Addendum No. _____ Date _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation.

Submittals as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) low bidders, within three (3) working days after the Bid opening.

Dated October 29, 2020

(Sign Bid Here) By:

Danhill Construction Company
Legal name of person, partnership or corporation
Robert D. Hill, President
Name and Title

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

Legal Business Address:

9033 Midland Trail
Street
Glen Ferris, WV 25090
City and State
304-632-1600
Phone Number

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

IF BIDDER IS A FIRM OR PARTNERSHIP, COMPLETE THE FOLLOWING:

Name of Members or Partners	Legal Residence
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

State of Incorporation: West Virginia

Name and Title	Legal Residence
<u>Robert D. Hill</u> President	<u>PO Box 753 Gauley Bridge, WV 25085</u>
<u>Justin D. Dozier</u> Vice President	<u>PO Box 213 Charlton Heights, WV 25040</u>
<u>Rebecca Hill</u> Secretary	<u>PO Box 753 Gauley Bridge, WV 25085</u>

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

BID PROPOSAL CERTIFICATIONS

Firm Name Danhill Construction Company

Business Address 9033 Midland Trail Glen Ferris, WV 25090

Telephone Number 304-632-1600 Date of Bid October 29, 2020

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certifications

By submission of this bid proposal, the bidder also certifies compliance with the following:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completions.

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work of services performed or to be performed or goods sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized) Robert D. Hill
Title President

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

AFFIRMATIVE ACTION AGREEMENT

Firm Name: Danhill Construction Company

Business Address: 9033 Midland Trail Glen Ferris, WV 25090

Telephone Number: 304-632-1600

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized): Robert D Hill

Title: President

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to the provisions of the applicable General Municipal Law which requires that upon the refusal of person, when called before a grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director of officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Robert D. Hill

Individual

Danhill Construction Company

Corporation

Date October 29, 2020 By:

Robert D. Hill

END OF BID FORM

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Danhill Construction Company
Contractor's License No.: WV- 001196

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

Chris Dozier, Project Manager *Chris Dozier*
(Name, Title)
Chris Dozier, Project Manager
(Printed Name and Title)
PO Box 685 Gauley Bridge, WV 25085
(Address)
304-632-1600 304-632-1501
(Phone Number) / (Fax Number)
cdozier33@yahoo.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Danhill Construction Company
(Company)

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

Chris Dozier, Project Manager
(Printed Name and Title of Authorized Representative)

October 29, 2020
(Date)

304-632-1600 304-632-1501
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Danhill Construction Company
Company _____

Robert D. Hill
Authorized Signature _____

October 29, 2020
Date _____

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

REQUEST FOR QUOTATION
Bluefield Area Transit Transfer Center

portal can be granted by contacting:

Christopher P. Robinson, Sr. Project Manager
Ph:804-649-9400 Mobile: 804-640-7461
Email: Crobinson@wendelcompanies.com

13. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Chris Dozier

Telephone Number: 304-553-1553

Fax Number: 304-632-1501

Email Address: cdozier33@yahoo.com

REQUEST FOR QUOTATION
Bluefield Area Transit Transfer Center

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date October 29, 2020

Signature Robert D. Hill

Company Name Danhill Construction Company

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

21. Resolution of Disputes, Breaches, or Other Litigation

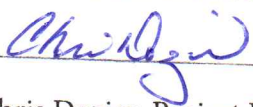
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of West Virginia Division of Public Transit, Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

REQUEST FOR QUOTATION
Bluefield Area Transit Transfer Center

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Danhill Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Chris Dozier, Project Manager Name and Title of Contractor's Authorized Official

October 29, 2020 Date

23. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

24. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 – 1387 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.



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

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

1. I am an employee of Danhill Construction Company; and,
(Company Name)
2. I do hereby attest that Danhill Construction Company
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Robert D. Hill

Signature: Robert D. Hill

Title: President

Company Name: Danhill Construction Company

Date: October 29, 2020

STATE OF WEST VIRGINIA,

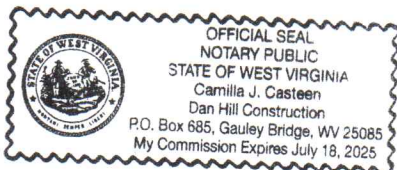
COUNTY OF Fayette, TO-WIT:

Taken, subscribed and sworn to before me this 29 day of October, 2020.

By Commission expires July 18, 2025

(Seal)

Camilla J. Casteen
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: October 29, 2020

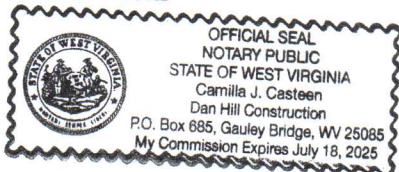
State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 29 day of October, 2020.

My Commission expires July 18, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

Camilla J. Casteen

Purchasing Affidavit (Revised 01/19/2018)

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

Bluefield Area Transit Transfer Center

This information requested in this questionnaire is to assist the Owner in evaluating the qualifications of the contractors. The questionnaire is to be submitted with the bid.

Submit completed questionnaire to the Owner.

I. Bidding Information

1. Prime Contract Name: Robert D. Hill
2. Bidder's Company Name: Danhill Construction Company
- DBA Name, if any: None
- Address: _____
- Telephone: 304-632-1600
- Fax: 304-632-1501

II. Company Information

1. Is your firm a (circle appropriate answer):
- A. Corporation – if circled, then provide date Company was incorporated in West Virginia
 - B. Partnership
 - C. Individual Proprietor
 - D. Join Venture – if circled, then provide names of members of the joint venture:
 - 1. _____
 - 2. _____
 - 3. _____
2. Provide, if any, former names of the Bidder's Company:
- A. _____
 - B. _____
 - C. _____
3. How long has the Company been in business? 36 years

West Virginia DOT
WVDPT BAT Transfer Center
Wendel Project #486201

4. Identify any affiliates of your Company. For purposes by this question, your Company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

Federal ID No. 55-0648251
Company Name Danhill Construction Company
Address 9033 Midland Trail Glen Ferris, WV 25090

5. List names and titles of officers, partners or proprietors:

Robert D. Hill, President
Justin D. Dozier, Vice President
Rebecca Hill, Treasurer

6. Is any officer or owner of the Company an elected or appointed official of Fairfield County?
(circle appropriate answer) YES NO X

A. If "YES", then provide name of person and title/position.

Name: _____
Title: _____

III. Work Performed (Past and Present)

1. What type(s) of construction does the company normally perform?
New Construction and Renovation Projects
2. Please attach a list of significant projects completed in the last ten (10) years. Provide project name, owner, consultant, contract amount and completion date.
3. What is the total value of work presently under contract? \$35,000,000.00
4. Please attach a certified financial statement for the last fiscal year and any other evidence of financial capability.
5. Please attach a list of current contracts including project name, contract amount, owner, consultant, owner/ consultant contact person and phone number.
6. Has the Company, any affiliate or any predecessor been subject to Liquidated Damages?
(circle answer) YES N~~X~~
7. Has the Company, any affiliate, any predecessor or any member of the Company ever been included on any Federal, State or Municipal ineligible or debarred list? (circle answer) YES N~~X~~

8. Has the Company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last ten (10) years? (circle answer) YES NO

If yes, please explain the circumstances on a separate page and attach it.

9. Within the past ten (10) years, has the Company, any affiliate, any predecessor company or entity, or any officers, partners or proprietors named above been the subject of any of the following:

If Bidder answers YES to any of the following questions, Bidder s required to describe in detail the circumstances of each Company's answer; attach additional pages if necessary.

Please circle YES or NO as it applies to each question.

- A. A judgment of conviction for any business-related conduct constituting a crime under State or Federal law? YES NO
- B. A criminal investigation or indictment for any business-related conduct constituting a crime under State or Federal law? YES NO
- C. A grant of immunity for any business-related conduct constituting a crime under State or Federal law? YES NO
- D. A rejection of any bid for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? YES NO
- E. A rejection of any proposed subcontract for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? YES NO
- F. A voluntary exclusion from bidding/contracting agreement? YES NO
- G. Any administrative proceeding or civil actions seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? YES NO
- H. An OSHA Citation and Notification Penalty containing a violation classified as serious? YES NO
- I. An OSHA Citation and Notification of Penalty containing a violation classified as willful? YES NO
- J. A prevailing wage or supplement payment violation? YES NO
- K. A State Labor Law violation deemed willful? YES NO
- L. Any other Federal or State citations, notices, violation orders, pending administration hearings or proceedings, or determination of a violation of any labor law or regulation? YES NO

- M. Any criminal investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise?
YES NO
- N. A consent order with a Federal, State or Local government enforcement determination involving a violation of Federal or State environmental laws?
YES NO
- O. Any bankruptcy proceeding?
YES NO
- P. Any suspension or revocation of any business/professional license?
YES NO
- Q. Any citations, notices, violation orders, pending administrative hearings or proceedings or determination for violation of:
1. Federal, State or Local Health Laws, rules or regulations? YES NO
 2. Unemployment insurance or workers compensation coverage or claim requirements?
YES NO
 3. ERISA (Employee Retirement Income Security Act)?
YES NO
 4. Federal, State or Local Human Rights Law? YES NO
 5. Federal or State Security Laws? YES NO

IV. Project Specific Information

1. Attach a list of personnel and provide resumes of personnel that will be assigned to the Project including, but not limited to: Project Executive, Project Manager, Site Superintendent, and Site Engineer.
2. Outline all work to be self-performed on the Project:
General Requirements, Concrete, Rough Carpentry
Openings, Specialties
3. What percentage of the contract does this represent? Thirty Percent
30 %

4. Outline all work that Bidder intends to have performed by subcontractors:

Earthwork, Masonry, Metals, Thermal & Moisture Protection

Openings, Finishes, MEP's

5. What percentage of the contract does this represent? Seventy Percent 70 %

V. Confidential Information and Disclosure

1. After completing this questionnaire, is it the opinion of the Bidder that any of the information provided above is confidential and should be exempt from disclosure under the Freedom of Information Act?

YES NO

2. If the Bidder has circled "YES", Bidder is required to identify each of the questions which in the opinion of the Bidder requests confidential information is required to submit basis / explanation for such claim on an attachment.

VI. The undersigned hereby certifies the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the contract.

Robert D. Hill

Signature

Robert D. Hill, President

Name and Title

October 29, 2020

Date

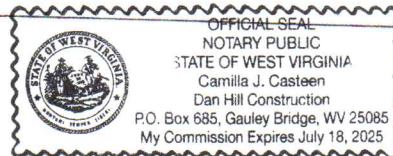
V. Notary Public

On this 29 day October, 20 2020 before me personally came Camilla Casteen to me known and know to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Camilla J. Casteen

Notary Public

END OF QUESTIONNAIRE



COMPARABLE EXPERIENCE

PROJECT NO: 3

Project Name: Bluefield Area Transit

Contractor's office or branch that managed this project: Danhill Construction Company

Project Location: 3208 John Nash Blvd., Bluefield, West Virginia 24701

Project Size (SF): 15,500 SF Contract Completion Date: December 23, 2013

Building Type:

- Industrial
 Manufacturing
 Commercial
 Retail
 Postal
 Government
 Other: _____

Contract Type:

- Fixed Price
 Design/Build
 Indefinite Quantity/JOC
 Other: _____

Project Data:

- Single Prime
 Multiple Prime
 Other: _____

Project Amount:
 Orig. Contract Amount: \$ 2,756,570.00
 Final Contract Amount: \$ 2,921,928.45 % Change: 6%

Project Duration:
 Orig. Contract Duration: 365 Days
 Final Contract Duration: 365 Days % Change: 11%

If either Project Amount or Duration increased by more than 5% attach an explanation.
 Storm piping underneath building footprint to be relocated.

Owner's Representative or Project Manager: Patrick McKinney

Address: 3208 John Nash Blvd., Bluefield, West Virginia 24701

Telephone: 304-327-8418 Email Address: pmckinney@ridethebatbus.com

COMPARABLE EXPERIENCE

PROJECT NO: 1

Project Name: Tri-River Transit

Contractor's office or branch that managed this project: Danhill Construction Company

Project Location: Hamlin, West Virginia

Project Size (SF): 15,000 SF Contract Completion Date: November 18, 2010

Building Type:

- Industrial Manufacturing Commercial Retail Postal Government
 Other: _____

Contract Type:

- Fixed Price Design/Build Indefinite Quantity/JOC
 Other: _____

Project Data:

- Single Prime Multiple Prime Other: _____

Project Amount: Orig. Contract Amount: \$ 2,142,000.00 .
Final Contract Amount: \$ 2,280,430.03 % Change: 7%

Project Duration: Orig. Contract Duration: 365 Days
Final Contract Duration: 340 Days % Change: 11%

If either Project Amount or Duration increased by more than 5% attach an explanation.

Owner's Representative or Project Manager: Paula Smith

Address: 753 Marconi Drive Hamlin, WV 25523

Telephone: 304-824-2944 Email Address: info@tririver.org

COMPARABLE EXPERIENCE

PROJECT NO: 2

Project Name: Little Kanawha Bus

Contractor's office or branch that managed this project: Danhill Construction Company

Project Location: 6162 S. Calhoun Highway Mount Zion, West Virginia 26151

Project Size (SF): 9,582 SF Contract Completion Date: March 18, 2013

Building Type:

- Industrial Manufacturing Commercial Retail Postal Government
 Other: _____

Contract Type:

- Fixed Price Design/Build Indefinite Quantity/JOC
 Other: _____

Project Data:

- Single Prime Multiple Prime Other: _____

Project Amount: Orig. Contract Amount: \$ 2,191,000.00
Final Contract Amount: \$ 2,228,931.78 % Change: 5%

Project Duration: Orig. Contract Duration: 365 Days
Final Contract Duration: 340 Days % Change: _____

If either Project Amount or Duration increased by more than 5% attach an explanation.

Owner's Representative or Project Manager: Darlene Harris

Address: 6162 S. Calhoun Highway Mt. Zion, WV 26151

Telephone: 304-354-6200 Email Address: darlene.crane@littlekanawhabus.com

BID FORM # _____
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC TRANSIT
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

CONTRACTOR'S PLAN FOR DBE PARTICIPATION

[1] DBE Sub-Contractor or Supplier	[2] Description	[3] Type of Work (from DBE Directory)	[4] Total Cost

[5] CONTRACTOR'S DBE PARTICIPATION: TOTAL COST OF ALL DBE PARTICIPATION \$ 0 . PERCENT OF TOTAL BID AMOUNT: 0 .

EXPLANATORY NOTES:

- "DBE Sub-Contractor" (column [1]), for the purpose of this certificate, means a disadvantaged business as defined by Special Provisions.
- If material is to be supplied, the figure in column [4] shall not exceed 60% of the actual cost unless the material is manufactured by a DBE; if material IS manufactured by a DBE, 100% of the cost may be recorded.
- If material is not supplied by a regular dealer as defined in 49 C.F.R. 26.55e(2)(ii), the figure in column [4] shall only include a reasonable and customary fee or commission for providing a bona fide service.
- For line [5], enter the total cost of DBE participation and the percentage of the total contract bid amount that this total DBE cost represents.
- The Contractor shall submit written and signed documentation of commitment to use a DBE subcontractor whose participation the contractor proposes utilize.

Authorized Signature Robert D. Hill Title President

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
CRFQ 0805 PTR210000004 Construction of Transfer Station in Bluefield Area - According to Plans and
Specifications

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 29th day of October, 2020.

Principal Seal



Danhill Construction Company

(Name of Principal)

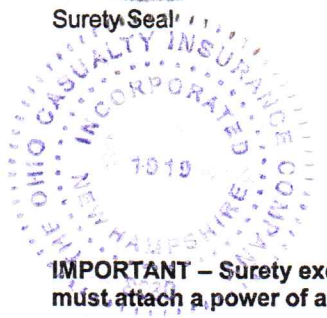
By Robert D. Hill

(Must be President, Vice President, or
Duly Authorized Agent)

Robert D. Hill CEO

(Title)

Surety Seal



The Ohio Casualty Insurance Company

(Name of Surety)

By: Kimberly J. Wilkinson

Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203100-973918

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory T. Gordon, Patricia A. Moye, Kimberly J. Wilkinson

all of the city of Charleston state of West Virginia each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

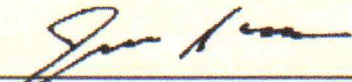
Expiration Date

AUGUST 06, 2020

AUGUST 06, 2021



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.

Client#: 1638974

18DANHICON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/02/2020

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

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


PRODUCER McGriff Insurance Services 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806		CONTACT NAME Janet Poling PHONE (A/C, No. Ext): 304 346-0806 E-MAIL ADDRESS: jpoling@mcgriffinsurance.com FAX (A/C. No.): 8887513002	
INSURED Danhill Construction Company P O Box 685 Gauley Bridge, WV 25085		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield National Insurance Company NAIC # 24120 INSURER B: Brickstreet Mutual Insurance Company 12372 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	TRA0548113	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	TRA0548113	07/01/2020	07/01/2021	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X X	TRA0548113	07/01/2020	07/01/2021	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	Y N/A	X WCB1008781 Includes Employers 23-4-2	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**** Workers Comp Information ****
 Voluntary Compensation ; Other States Coverage
 Proprietors/Partners/Executive Officers/Members Excluded:
 Robert Hill, President
 Rebecca Hill, Secretary/Treasurer
 (See Attached Descriptions)

CERTIFICATE HOLDER 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 
---	--

DANHILL CONSTRUCTION COMPANY

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2019



**Suttle &
Stalnaker**

Certified
Public
Accountants

A Professional Limited Liability Company

CONTENTS

	Page
Independent Accountant's Review Report	3 - 4
Balance Sheet	5
Statement of Income	6
Statement of Changes in Stockholder's Equity	7
Statement of Cash Flows	8
Notes to Financial Statements	9 - 17
Supplementary Information	
Schedule of Contracts in Progress	19
Schedule of Completed Contracts	20
Schedule of Costs of Operations	21



**Suttle &
Stalaker**

Certified
Public
Accountants

A Professional Limited Liability Company

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Stockholder
Danhill Construction Company
Gauley Bridge, West Virginia

We have reviewed the accompanying financial statements of Danhill Construction Company (a corporation), which comprise the balance sheet as of December 31, 2019, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

The Virginia Center
1411 Virginia Street, East | Suite 100
Charleston, WV 25301

MAIN (304) 343-4126
FAX (304) 343-8008

Towne Square | 201 Third Street
PO Box 149
Parkersburg, WV 26102

MAIN (304) 485-6584
FAX (304) 485-0971

Wharf District
68 Clay Street | Suite C
Morgantown, WV 26501

MAIN (304) 554-3371
FAX (304) 554-3410

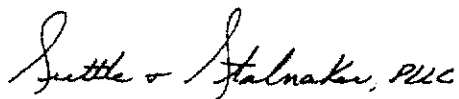
suttlecpas.com
cpa@suttlecpas.com

Change in Accounting Principle

As described in Note 1 to the financial statements, in 2019, the Company adopted new accounting guidance, FASB's ASC Topic 606, Revenue from Contracts with Customers. Our report is not modified with respect to this matter.

Supplementary Information

The accompanying supplementary information included in Schedules of Contracts in Progress, Completed Contracts, and Cost of Operations is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.



Charleston, West Virginia

March 20, 2020

DANHILL CONSTRUCTION COMPANY

BALANCE SHEET

DECEMBER 31, 2019

5

ASSETS

Current assets	
Cash and cash equivalents	\$ 651,476
Contracts receivable	2,435,434
Retainages receivable	770,042
Other receivable	600
Costs and earnings in excess of billings on uncompleted contracts	366,229
Inventory	31,956
Total current assets	<u>4,255,737</u>
Property and equipment	
Equipment	814,882
Furniture and fixtures	18,251
Leasehold improvements	31,697
Vehicles	519,366
Trailers	90,316
Less: accumulated depreciation	(1,100,055)
Total property and equipment	<u>374,457</u>
Other noncurrent assets	
Restricted cash	100,000
Stockholder receivable	720,886
Deferred income tax asset	710,676
Total assets	<u>\$ 6,161,756</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities	
Accounts payable	\$ 703,956
Accrued payroll and payroll taxes	51,008
Billings in excess of costs and estimated earnings on uncompleted contracts	1,138,265
Line of credit	91,887
Current portion of long term debt	54,263
Total current liabilities	<u>2,039,379</u>
Long-term liabilities	
Deferred income tax liability	1,071,065
Long-term debt, net of current portion	639,601
Total long-term liabilities	<u>1,710,666</u>
Total liabilities	<u>3,750,045</u>
Stockholder's equity	
Common stock - \$5 par value, 20,000 shares authorized; 17,500 shares issued and outstanding	85,500
Retained earnings	2,326,211
Total stockholder's equity	<u>2,411,711</u>
Total liabilities and stockholder's equity	<u>\$ 6,161,756</u>

See Accompanying Notes and Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2019

6

Contract revenues earned	\$ 19,911,390
Cost of revenues earned	<u>18,002,436</u>
Gross profit	1,908,954
General and administrative expenses	<u>755,116</u>
Income from operations	<u>1,153,838</u>
Other income (expenses):	
Interest income	70
Interest expense	(61,131)
(Loss) gain on disposition of equipment	<u>(224)</u>
Total other income (expense)	<u>(61,285)</u>
Income before income taxes	1,092,553
Income tax expense (benefit)	<u>360,388</u>
Net income	<u><u>\$ 732,165</u></u>

See Accompanying Notes and Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
YEAR ENDED DECEMBER 31, 2019

	<u>Common Stock</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance at December 31, 2018, as previously reported	\$ 85,500	\$ 2,324,930	\$ 2,410,430
Adjustment applicable to prior year	-	(730,884)	(730,884)
Balance at December 31, 2018, as restated	85,500	1,594,046	1,679,546
Net income for the year ended December 31, 2019	-	732,165	732,165
Balance at December 31, 2019	<u>\$ 85,500</u>	<u>\$ 2,326,211</u>	<u>\$ 2,411,711</u>

See Accompanying Notes and Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2019

Cash flow from operating activities	
Net income	\$ 732,165
Adjustments to reconcile net income to cash provided	
by operating activities:	
Depreciation	99,633
Loss (gain) on disposition of equipment	224
Deferred income tax expense (benefit)	225,505
(Increase) decrease in assets:	
Contracts receivable	(38,201)
Retainage receivable	(320,863)
Other receivable	(600)
Costs and estimated earnings in excess of billings on uncompleted contracts	(232,276)
Increase (decrease) in liabilities:	
Accounts payable	74,848
Accrued payroll and payroll taxes	24,100
Billings in excess of costs and estimated earnings on uncompleted contracts	474,333
Net cash provided by operating activities	<u>1,038,868</u>
Cash flows from investing activities	
Purchase of property and equipment	<u>(121,594)</u>
Net cash used in investing activities	<u>(121,594)</u>
Cash flows from financing activities	
Payments on line of credit	(1,278,113)
Proceeds from line of credit	600,000
Payments on long-term debt	(1,334)
Proceeds from long-term debt	637,072
Loan to stockholder	<u>(460,328)</u>
Net cash used in financing activities	<u>(502,703)</u>
Increase in cash and cash equivalents	414,571
Cash and cash equivalents, beginning of year	<u>336,905</u>
Cash and cash equivalents, end of year	<u>\$ 751,476</u>
Supplemental disclosure of cash flow information	
Cash paid for interest	<u>\$ 61,131</u>
Noncash investing activities	
Acquisition of property and equipment with debt	<u>\$ 58,126</u>
Reconciliation to cash reported on the balance sheet	
Unrestricted Cash	\$ 651,476
Restricted Cash	100,000
Total Cash	<u>\$ 751,476</u>

See Accompanying Notes and Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019

9

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business - Danhill Construction Company (the Company) is a West Virginia corporation. The Company is a general contracting company. Its revenues are primarily generated by construction contracts with the State of West Virginia and other governmental agencies, almost exclusively with the State of West Virginia.

Use of Estimates - The process of preparing financial statements in accordance with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates relate primarily to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Change in Accounting Policy - Except for the changes below, the Company has consistently applied the accounting policies to all periods presented in these financial statements. The Company adopted Accounting Standards Update (ASU) No. 2014-09 – *Revenue from Contracts with Customers* (ASC Topic 606) with an implementation date of January 1, 2019. As a result, the Company has changed its revenue recognition policy as detailed below.

The Company reviewed their contracts with customers in process during 2018 and determined that the application of ASC Topic 606 to those contracts did not have a material effect on the amount of revenue recognized for the period ended December 31, 2018 and therefore did not have a cumulative effect of initially applying ASC Topic 606 as an adjustment to the opening balance of equity as of December 31, 2018. The Company has also elected to only apply the standards to contracts that are not completed at the implementation date.

Recognition of Construction Revenues - Revenue is measured based on consideration specified in a contract with a customer and typically excludes any incentives or amounts collected on behalf of third parties. The Company recognizes revenue when a performance obligation is satisfied.

Taxes assessed by governmental authorities that are imposed on and concurrent with a specific revenue producing transaction, that are collected by the company from the customer are excluded from revenue.

Shipping and associated costs after control of the materials or product have transferred to the customer are included in the costs of revenue.

Revenue on long-term construction contracts is recognized by the percentage of completion method, whereby revenue is recorded based on actual quantities of work performed as determined by management or independent engineers. Contract costs include all direct labor, equipment, material and subcontract costs. It also includes indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, depreciation and an allocation of certain construction overhead and administrative costs associated with the construction process. Selling, general, and administrative costs are charged to expense as incurred. Provisions for material estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability including those arising from contract penalty provisions and final contract settlements are estimated as a part of variable consideration and recognized over the term of the contract.

See Independent Accountant's Review Report.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Potential incentive awards or liquidated damages, and claims for additional contract revenue are a part of variable consideration and recognized over the term of the contract. Costs and estimated earnings in excess of billings on uncompleted contracts, represent revenues recognized in excess of amounts billed; billings in excess of costs and estimated earnings on uncompleted contracts represent billings in excess of revenues recognized, and are recognized as contract assets and contract liabilities, respectively.

Contract and Retainages Receivables - Contract and retainages receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. Management believes all contract receivables are fully collectible at December 31, 2019. Consequently, no allowance for doubtful accounts has been established.

Cash and Cash Equivalents - The Company considers all highly liquid investments with maturities of three months or less to be cash equivalents. The Company occasionally has deposits in financial institutions that exceed federally insured limits. Deposits held with banks may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed upon demand and, therefore, bear minimal risk.

Inventory - Inventory consists of construction materials and supplies. Inventory is stated at the lower of cost or market using the first-in, first-out method.

Property and Equipment - Property and equipment are recorded at cost less accumulated depreciation. Depreciation is calculated using the straight-line method or the double declining method depending upon the estimated useful life of the assets from 5-39 years.

Maintenance and repairs of property and equipment are charged to expense as incurred. Renewals and betterments are treated as capital expenditures and depreciated accordingly.

When assets are sold or retired before becoming fully depreciated, the cost and accumulated depreciation are removed from the respective accounts and the resultant gain or loss is included in earnings.

Depreciation expense for the year ended December 31, 2019 was \$99,633.

Restricted - Cash Restricted cash consists of cash and cash equivalents held in an account with the Company's financial institution to collateralize a letter of credit which expires in April 2024, to cover contractual obligations relating to warranty work with a customer under a current contract in process and restricts the Company's ability to withdraw funds in the amount of the letter of credit. Restricted cash is shown as a noncurrent asset on the balance sheet as of December 31, 2019. As of December 31, 2019, the Company had restricted cash of \$100,000.

Advertising Costs - It is the Company's policy to expense advertising costs when incurred. For the year ended December 31, 2019, advertising expense totaled \$13,094.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes - Danhill Construction Company is taxed as a C corporation for income tax purposes. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences related primarily to depreciable assets (use of different depreciation methods and lives for financial statement and income tax purposes) and recording of contract income on the cash basis for tax purposes, while utilizing ASC Topic 606 for financial statement purposes. The deferred tax assets and liabilities represent the future tax return consequences of those differences.

For the year ended December 31, 2019, the Company has no material uncertain tax positions to be accounted for in the financial statements. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in interest expense. As of December 31, 2019 tax years ending on or after December 31, 2016 remain subject to examination.

Subsequent Events - In preparing these financial statements, the Company has evaluated subsequent events and transactions for potential recognition or disclosure through March 20, 2020, the date the financial statements were available to be issued.

NOTE 2 - RESTATEMENT OF STOCKHOLDER'S EQUITY

For the year ended December 31, 2019, Danhill became aware of errors in revenue recognized under the percentage of completion method which reduced cost and earnings in excess of billings on uncompleted contracts and billings in excess of cost and estimated earnings on uncompleted contract by \$730,884.

NOTE 3 - CONTRACT AND RETAINAGES RECEIVABLES

The following is a detail of contract and retainages receivables on completed and in-progress contracts at December 31, 2019.

Billed contract receivables:	
Completed contracts	\$ 308,158
Contracts in progress	2,127,276
	<u>2,435,434</u>
Retainages receivable:	
Completed contracts	-
Contracts in progress	770,042
	<u>770,042</u>
Total contract receivables	<u>\$ 3,205,476</u>

Although the Company does not require collateral for receivables, it may exercise certain lien rights in certain cases where collection problems are anticipated.

See Independent Accountant's Review Report.

NOTE 4 - CONTRACTS WITH CUSTOMERS

Disaggregated Revenues

All revenues generated in 2019 were generated from contracts with customers and included services that were transferred over a period of time. All contracts were comprised of fixed price and time and material contracts and customers were comprised of a variety of type of entities. For the year ended December 31, 2019, the Company recognized revenue of \$19,911,390 from services that transfer to the customer over time.

Contract Assets and Liabilities

Costs, estimated earnings and billings on uncompleted contracts as of December 31, 2019 are summarized as follows:

Costs incurred on uncompleted contracts	\$ 10,112,085
Estimated earnings	1,686,266
	11,798,351
Less billings to date	12,570,387
	\$ (772,036)

Included in the accompanying balance sheets under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 366,229
Billings in excess of costs and estimated earnings on uncompleted contracts	(1,138,265)
	\$ (772,036)

Performance Obligations and Significant Judgements

The Company usually follows the percentage-of-completion method of accounting for contracts with customers that extend for periods in excess of one year and for which revenue is recognized over time as progress is made toward satisfying the performance obligations of each contract. The Company measures a contract's progress on the basis of the ratio that costs incurred bear to estimated total costs, an input method, because, in the Company's view, such method best depicts the progress toward completion.

For contracts involving multiple performance obligations, the transaction price is allocated based on relative standalone selling prices of the goods or services. If a standalone selling price is not directly observable, it is estimated using an adjusted-market-assessment approach, which involves referring to prices from competitors for similar goods and then making an adjustment to such prices to reflect the Company's costs and margins.

See Independent Accountant's Review Report.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

NOTE 4 - CONTRACTS WITH CUSTOMERS (Continued)

The nature of contracts may also give rise to several types of variable consideration, including liquidated damages, change orders, or other modifications. Included in contract estimates are amounts that can be reasonably estimated and realization is probable. Estimates may be based on historical experience, anticipated performance, or other judgements at the time of the estimate. When there is certainty in the estimations, they are included in transaction prices of the contracts or remaining performance obligations. In respect to contracts for which the transaction price includes amounts contingent on future events, the Company estimates the amount to be included in the transaction price based on its experience with such contracts and only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty is eventually resolved.

Payments are due upon invoicing. For sales under contracts, customers are billed monthly, or as performance obligations are met. Contracts typically do not include financing components. Refunds, rights of return, and warranties are typically specific to individual contracts and provisions relating to probability of occurrence are made in determining the transaction price.

NOTE 5 - LINE OF CREDIT

The Company has a line of credit with Huntington National Bank for \$950,000. On December 31, 2019, the outstanding balance was \$91,887. The line of credit bears interest at the Bank's prime rate, which was 5.00% at December 31, 2019. Monthly payments of interest only are due until the note matures on April 30, 2020. The note is secured by the general assets of the Company and additionally secured by the real estate of the single shareholder of the Company.

NOTE 6 - LONG-TERM DEBT

Long-term debt and current portion of long-term debt as of December 31, 2019 are as follows:

Note payable to BB&T in monthly installments of \$1,545, including interest of 6.0%, with final payment due October 2024; secured by company assets.	\$	180,738
Note payable to Huntington Bank payable in monthly installments of \$4,796, including interest at LIBOR plus 3.0%, with final payment due December 2029; secured by company assets.		455,000
Note payable to Ford Credit payable in monthly installments of \$1,118, including interest at 5.74%, with final payment due December 2024; secured by vehicle.		58,126
		693,864
Less current portion		54,263
Long-term debt, net of current portion	\$	639,601

See Independent Accountant's Review Report.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

14

NOTE 6 - LONG-TERM DEBT (Continued)

Future portions of long-term debt are as follows:

<u>Year Ended December 31,</u>	
2020	\$ 54,263
2021	57,799
2022	60,834
2023	64,031
2024	203,218
Thereafter	<u>253,719</u>
	<u>\$ 693,864</u>

NOTE 7 - CONCENTRATION OF CREDIT RISK

During the year ended December 31, 2019, the Company derived a significant portion of its contract revenues from six customers which constitutes a concentration in accordance with ASC 275, "Risks and Uncertainties". Contract revenue related to jobs and contracts with these customers aggregate to approximately \$11,507,768 and contract receivables related to these projects represented approximately 49% of accounts receivable at December 31, 2019.

NOTE 8 - INCOME TAXES

The provision for income taxes consists of the following at December 31, 2019.

Current Income Taxes	
Federal	\$ -
State	-
	<u>\$ -</u>
Deferred Income Taxes	
Federal	\$ 275,205
State	85,183
	<u>\$ 360,388</u>

The Company's provision for income taxes differs from applying the statutory U.S. federal Income tax rate to income before taxes. The primary differences result from differences in depreciation methods used for financial statements versus methods, used for income taxes, and using cash basis method of accounting for taxes versus percentage completion for financial statements.

See Independent Accountant's Review Report.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

15

NOTE 8 - INCOME TAXES (Continued)

The temporary differences and the related deferred tax asset/liability were as follows for the year ended December 31, 2019.

	<u>Temporary Difference</u>	<u>Asset (Liability)</u>
Depreciable assets	\$ (323,075)	\$ (88,846)
Contracts receivable, retainages receivable, and costs in excess of billings	(3,571,705)	(982,219)
Accounts payable, accrued payroll and payroll taxes, and billings in excess of costs	1,842,368	506,651
Net operating loss	<u>741,910</u>	<u>204,025</u>
Net deferred tax liability	<u>\$ (1,310,502)</u>	<u>\$ (360,389)</u>

The deferred tax asset/(liability) is presented in the balance sheet as follows at December 31, 2019.

Deferred tax asset	\$ 710,676
Deferred tax liability	<u>(1,071,065)</u>
	<u>\$ (360,389)</u>

NOTE 9 - BACKLOG

The following schedule summarizes changes in backlog on contracts for the year ended December 31, 2019. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in process at year end.

Backlog balance, beginning of year	\$ 10,652,156
New contracts during the year	32,047,097
Contract adjustments	<u>341,773</u>
	43,041,026
Less contract revenue earned during the year	<u>(19,911,390)</u>
Backlog balance, December 31	<u>\$ 23,129,636</u>

NOTE 10 - COMMITMENTS AND CONTINGENT LIABILITIES

In the ordinary course of business, the Company could be involved in legal proceedings and claims related to various business issues. While it is not possible to determine with certainty the ultimate outcome of any claim or proceeding, management believes there are no claims or proceedings against the Company that will have a material adverse effect upon the financial position and results of operations of the Company.

See Independent Accountant's Review Report.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

NOTE 11 - LEASES

The Company leases its office facilities from the shareholder of the Company. The lease is a five year lease which expires January 1, 2024. Lease expense for the year ended December 31, 2019 was \$33,600.

Future minimum lease payments are as follows:

Years Ending December 31,	Amount
2020	\$ 33,600
2021	33,600
2022	33,600
2023	33,600
	\$ 134,400

NOTE 12 - RELATED PARTY TRANSACTIONS

The Company engages in various transactions with the shareholder of the Company. For the year ended December 31, 2019, the Company had outstanding receivables from the owner of \$720,886. The Company had no outstanding payables to the owner as of December 31, 2019.

The Company leases office space from the shareholder of the Company and reimburses the shareholder for various expenses paid on the Company's behalf. The following table reports the Company's total expenses associated with these activities for the year ended December 31, 2019.

Rent expense	\$ 33,600
Reimbursement expense	31,415
	\$ 65,015

NOTE 13 - UNION PENSION PLANS

The Company contributes to two union-sponsored multi-employer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. A substantial portion of the Company's employees are covered under these plans. The risks of participating in multi-employer plans differ from single-employer plans. The potential risks include, but are not limited to, the use of the Company's contributions to provide benefits to employees of other participating employers, the Company becoming obligated for other participating employers' unfunded obligations, and, upon the Company's withdrawal from a plan, the Company being required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

**DANHILL CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

NOTE 13 - UNION PENSION PLANS (Continued)

The plans in which the Company participated for the year ended December 31, 2019 are summarized in the table below. The zone status included in the table is based on the certified information received from the plan. Among other factors, plans in the red zone generally are less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded.

<u>Pension Fund</u>	<u>Employee I.D. Number/ Pension Plan Number</u>	<u>Expiration Date of Collective Bargaining Agreement</u>	<u>Contractor Contributions</u>	<u>Pension Protections Act Zone Status and Effective Date</u>	<u>Financial Improvement/ Rehabilitation Plan Status: Pending/ Implemented</u>	<u>Surcharge Imposed</u>
WV Laborers Pension Trust Fund	55-6026775-001	December 31, 2020	\$ 149,775	Green	No	No
Carpenters Pension Fund of WV	55-6027998-001	December 31, 2020	<u>386,157</u>	Yellow January 1, 2019	No	No
Total Contributions			<u>\$ 535,932</u>			

NOTE 14 - SURETY BONDS

The Company, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of December 31, 2019.

SUPPLEMENTARY INFORMATION

DANHILL CONSTRUCTION COMPANY
SCHEDULE OF CONTRACTS IN PROGRESS
YEAR ENDED DECEMBER 31, 2019

Description	Contract Totals			Contract to Date						
	Contract Amount	Total Estimated Costs	Estimated Gross Profit	Revenue Earned	Costs of Construction to Date	Gross Profit	% of Completion	Billings to Date	Cost in Excess of Billings	Billings in Excess of Costs
Building 5 Freight Elevator Replacement	\$ 545,000	\$ 463,250	\$ 81,750	\$ 10,535	\$ 8,955	\$ 1,580	1.93%	\$ -	\$ 10,535	\$ -
Building 25	2,670,000	2,325,859	344,141	824,472	718,204	106,268	30.88%	1,055,105	-	230,633
Depart. of Agriculture Dock Seals	33,029	27,544	5,485	2,334	1,946	388	7.07%	-	2,334	-
Depart. of Agriculture Racks/Shelves	85,225	68,180	17,045	2,664	2,131	533	3.13%	-	2,664	-
Governors "Elevator"	211,024	193,090	17,934	209,863	192,028	17,835	99.45%	40,594	169,269	-
Huttonsville "Electrical"	10,500,000	9,341,633	1,158,367	2,444,782	2,175,072	269,710	23.28%	2,602,524	-	157,742
Kenova Readiness Center	448,765	372,846	75,919	437,829	363,760	74,069	97.56%	448,765	-	10,936
Kenova Vehicle Exhaust Renovations	130,000	91,035	38,965	88,593	62,039	26,554	68.15%	113,017	-	24,424
Monroe Co High School	619,620	546,024	73,596	489,120	431,024	58,096	78.94%	535,011	-	45,891
North Bend State Park	374,720	333,512	41,208	305,820	272,189	33,631	81.61%	299,651	6,169	-
Ridgedale Elementary School	3,499,979	3,276,862	223,117	1,311,255	1,227,665	83,590	37.46%	1,680,504	-	369,249
Smithers Gateway	74,400	42,663	31,737	57,833	33,163	24,670	77.73%	67,550	-	9,717
Stick Built (Greenbrier)	3,277,365	2,785,760	491,605	62,542	53,161	9,381	1.91%	-	62,542	-
Stick Built (Kanawha)	2,770,845	2,355,218	415,627	55,392	47,083	8,309	2.00%	-	55,392	-
Stick Built (Various)	2,907,610	2,471,468	436,142	57,324	48,725	8,599	1.97%	-	57,324	-
Summers County Bus Garage	90,000	41,374	48,626	11,690	5,374	6,316	12.99%	79,671	-	67,981
Twin Falls State Park	344,854	308,125	36,729	169,465	151,416	18,049	49.14%	183,164	-	13,699
UCIC Towers	1,504,029	1,368,033	135,996	706,446	642,568	63,878	46.97%	719,447	-	13,001
Winfield Boat Ramp	1,813,951	1,616,831	197,120	1,772,440	1,579,831	192,609	97.71%	1,813,951	-	41,511
Yeager Airport Solar	3,027,571	2,284,069	743,502	2,777,952	2,095,751	682,201	91.76%	2,931,433	-	153,481
Total Contracts in Progress	\$ 34,927,987	\$ 30,313,376	\$ 4,614,611	\$ 11,798,351	\$ 10,112,085	\$ 1,686,266		\$ 12,570,387	\$ 366,229	\$ 1,138,265

See Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
SCHEDULE OF COMPLETED CONTRACTS
YEAR ENDED DECEMBER 31, 2019

	Contract Totals			Prior Year			Current Year		
	Contract Revenue	Direct Costs	Gross Profit	Contract Revenue	Direct Costs	Gross Profit	Contract Revenue	Direct Costs	Gross Profit (Loss)
Bluefield Commercialization	\$ 2,356,389	\$ 1,731,249	\$ 625,140	\$ 1,024,258	\$ 955,010	\$ 69,248	\$ 1,332,131	\$ 776,239	\$ 555,892
Camp Dawson - RTI Window Painting	437,082	341,751	95,331	55,103	52,654	2,449	381,979	289,097	92,882
Edray Fish Hatchery	624,652	401,646	223,006	416,154	366,378	49,776	208,498	35,268	173,230
Fayetteville High School	1,029,863	966,171	63,692	374,441	356,425	18,016	655,422	609,746	45,676
Omar Elementary School	307,639	221,300	86,339	-	-	-	307,639	221,300	86,339
Rainelle Medical Center	675,257	576,511	98,746	249,166	236,922	12,244	426,091	339,589	86,502
Reeds Creek Fish Hatchery	808,360	512,510	295,850	58,797	56,678	2,119	749,563	455,832	293,731
Tanglewood	266,891	235,808	31,083	52,420	49,799	2,621	214,471	186,009	28,462
Upshur County Innovations	3,436,542	3,596,218	(159,676)	940,825	917,916	22,909	2,495,717	2,678,302	(182,585)
Miscellaneous Contracts Under \$250,000	2,101,758	2,252,806	(151,048)	-	-	-	2,101,758	2,252,806	(151,048)
Total Completed Contracts	12,044,433	10,835,970	1,208,463	3,171,164	2,991,782	179,382	8,873,269	7,844,188	1,029,081
Contracts in process as of December 31, 2019	11,798,351	10,112,085	1,686,266	760,230	683,842	76,388	11,038,121	9,428,243	1,609,878
Additional costs not allocated to specific contracts									
Insurance	-	221,212	(221,212)	-	-	-	-	221,212	(221,212)
Depreciation	-	99,633	(99,633)	-	-	-	-	99,633	(99,633)
Other job costs	-	409,160	(409,160)	-	-	-	-	409,160	(409,160)
	\$ 23,842,784	\$ 21,678,060	\$ 2,164,724	\$ 3,931,394	\$ 3,675,624	\$ 255,770	\$ 19,911,390	\$ 18,002,436	\$ 1,908,954

See Independent Accountant's Review Report.

DANHILL CONSTRUCTION COMPANY
SCHEDULE OF COSTS OF OPERATIONS
YEAR ENDED DECEMBER 31, 2019

Cost of revenues earned	
Materials	\$ 2,605,535
Subcontractor expense	11,495,263
Salaries, taxes and benefits	2,177,033
Equipment costs	430,194
Bonding	387,833
Professional fees	211,603
Maintenance and repairs	66,592
Lodging	75,170
Depreciation	99,633
Insurance	237,780
Taxes and licenses	130,694
Miscellaneous	85,106
	<u>85,106</u>
Total cost of revenues earned	<u>\$ 18,002,436</u>
General and administrative expenses	
Advertising	\$ 13,094
Auto and truck expense	51,728
Bank service charges	3,693
Donations	1,410
Insurance	134,728
Maintenance and repairs	29,217
Miscellaneous	25,321
Office supplies	74,486
Payroll expense	220,163
Payroll taxes	26,708
Postage and delivery	3,535
Professional fees	46,056
Rent	33,600
Taxes	62,215
Utilities	29,162
	<u>29,162</u>
Total general and administrative expenses	<u>\$ 755,116</u>

See Independent Accountant's Review Report.