

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR26*40

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 revisions to my proposal, plans and/or specification, etc.

RECEIVED

2026 MAY 13 PM 12: 33

WV PURCHASING
DIVISION

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 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.

D.L. MARTIN CONSTRUCTION & EXCAVATING
Company Co.

[Signature]
Authorized Signature

5/12/2026
Date

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

REQUEST FOR QUOTATION
Ritchie County, WV – North Fork of Hughes River Project

EXHIBIT A – Pricing Page

Blockage and Debris Removal Ritchie County, WV

All labor, materials, equipment, and supplies necessary for:

Blockage and Debris Removal Ritchie County, WV

Name of Bidder: D.L. MARTIN CONSTRUCTION & EXCAVATING CO.

Bidders Address: 2328 SCARY CREEK ROAD
Street

SCOTT DEPOT WV 25560
City State Zip

Telephone: 304 549 6593

Fax Number: NONE

Email: DAVE@DLMARTINCONSTRUCTION.COM

Contractor's License No: WV 008256
(include copy with bid response documents)

The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid: \$ 129,800.00
(Also enter this amount into Commodity Line 1)

ONE HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED DOLLARS
(Show amount in both words)

David Martin 5/5/26
Signature Date

Printed Name DAVID MARTIN

Title PRESIDENT

Failure to use this bid form may result in bid disqualification.

Ritchie County WV-Dam Obstruction & Stream bank Stabilization

EXHIBIT A - PRICING PAGE

CRFQ AGR26*40

Item	Description	Construction Specification - Exhibit C	Quantity	Unit	Unit Price	Total
1.	Seeding and Mulching	6	1	LS	5700	\$ 5,700.00
2.	Mobilization and Demobilization	8	1	LS	14500	\$ 14,500.00
3.	Rock Riprap - Type D, 4" - 12"	61	80	TN	220	\$ 17,600.00
4.	Rock Riprap - Type C, 6" - 18"	61	725	TN	76	\$ 55,100.00
5.	WVDOH Aggregate Base Course, Class 1	401	450	TN	82	\$ 36,900.00
TOTAL OVERALL COST:						\$ 129,800.00

Unit Definitions: LS = Lump Sum, LF = Linear Foot, CF = Cubic Feet, SF = Square Feet, CY = Cubic Yards, EA = Each, MO = Month, TN = Ton(s), AC = Acre(s), HR = Hours

D.L. MARTIN CONSTRUCTION & EXCAVATIONS CO
Paul Benjamins *Propz*

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

D.L. Martin Construction & Excavating
PO Box 494
Scott Depot, WV 25560

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

West Virginia Conservation Agency
255 Gus R Douglas Lane
Charleston, WV 25312

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

5% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Excavation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11 day of May, 2026

(Witness)

D.L. Martin Construction & Excavating

(Principal)

(Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Jonathan Hall - Attorney-In-Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jonathan Eric Hall, Amy L Ratliff, Patrick Guills

of LEWISBURG, WV

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 7th day of May, 2026



Ed H

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.

(Printed Name and Title) DAVID MARTIN PRESIDENT

(Address) 2328 SCARY CREEK ROAD SCOTT DEPOT WJ 25560

(Phone Number) / (Fax Number) NONE

(email address) DAVE@DLMARTINCONSTRUCTION.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

D.L. MARTIN CONSTRUCTION & EXCAVATING CO.

(Company)

David Martin
(Signature of Authorized Representative)

DAVID MARTIN PRESIDENT 5/12/2026
(Printed Name and Title of Authorized Representative) (Date)

304 549 6593 NO FAX
(Phone Number) (Fax Number)

DAVE@DLMARTINCONSTRUCTION.COM
(Email Address)



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

I, DAVID MARTIN, after being first duly sworn, depose and state as follows:

1. I am an employee of DL MARTIN CONSTRUCTION & EXCAVATING Co.; and,
(Company Name)
2. I do hereby attest that DL MARTIN CONSTRUCTION & EXCAVATING Co
(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: DAVID MARTIN
 Signature: [Handwritten Signature]
 Title: PRESIDENT
 Company Name: D.L. MARTIN CONSTRUCTION & EXCAVATING Co.
 Date: 5/12/2026

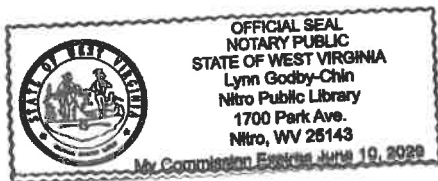
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 12 day of May, 2026.

By Commission expires June 10, 2029

(Seal)



[Handwritten Signature]
(Notary Public)

