

Solicitation Response(SR) Dept: 0310 ID: ESR0719180000000288 Ver.: 1 Function: New Phase: Final

Modified by batch , 07/19/2018

Header 1

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 452833	SO Doc Code: ARFQ
Procurement Type: Agency Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 000000205173	SO Doc ID: DNR1800000064
Legal Name: DANHILL CONSTRUCTION CO	Published Date: 7/3/18
Alias/DBA:	Close Date: 7/19/18
Total Bid: \$263,512.00	Close Time: 13:30
Response Date: 07/19/2018	Status: Closed
Response Time: 9:18	Solicitation Description:
	Addendum No.2 North Bend Rail Trail - Culvert Repairs
	Total of Header 1 Attachments:
	Total of All 1 Attachments:

Apply Default Values to Commodity Lines

View Procurement Folder

<b>Commodity Group</b>	Total Lines: 1	Line: 1	Group Description: Default Commodity	
<b>Commodity</b>	Total Lines: 1	Line: 1	Commodity: 72141205	
<b>Evaluation Criteria Group</b>	Total Lines: 1	Line: 1	Criteria Group: Default	
<b>Evaluation Criteria List</b>	Total Lines: 0	Line: none	Criteria: none	
<b>Modification Authorization</b>	Total Lines: 0	Line: none	Modified By: none Modified On:	

Edit

Copy

Copy Forward

Discard

Print

Processing   
Close

Workflow

File



State of West Virginia  
Request For Quotation  
Construction

Procurement Folder : 452833

Document Description : Addendum No.2 North Bend Rail Trail - Culvert Repairs

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-07-03	2018-07-19 13:30:00	ARFQ 0310 DNR1800000064	3	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b> Danhill Construction Company P.O. Box 685 Gauley Bridge, WV 25085 304-632-1600

**FOR INFORMATION CONTACT THE**  
 Angela W Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

Signature X *Robert D. Hill* FEIN # 55-0648251 DATE July 19, 2018

**ADDITIONAL INFORMATION:**

Addendum No.02 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO:	SHIP TO:
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE  SOUTH CHARLESTON WV25305  US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Trail Repair	0.00000			See attached bid form

Commodity Code	Manufacturer	Model #	Specification
72141205			

**Extended Description**

Trail Repair

**SCHEDULE OF EVENTS**

Line	Event	Event Date
2	Mandatory Pre-Bid 11:00am	2018-07-02
3	Technical Questions Due 9:00am	2018-07-06

<b>DNR1800000064</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No.2 North Bend Rail Trail - Culvert Repairs	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. 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. W. Va. 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 Property and Procurement Office 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 Property and Procurement Office 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 (1) 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.

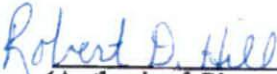
**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain 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.

**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.

Robert D. Hill, President  
(Name, Title)  
Robert D. Hill, President  
(Printed Name and Title)  
P.O. Box 685 - Gauley Bridge, WV - 25085  
(Address)  
304-632-1600 304-632-1501  
(Phone Number) / (Fax Number)  
rdanhill@hotmail.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, President  
(Authorized Signature) (Representative Name, Title)

Robert D. Hill, President  
(Printed Name and Title of Authorized Representative)

July 19, 2018  
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR18\*64

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 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

July 19, 2018

Date

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

**REQUEST FOR QUOTATION**  
**WV Division of Natural Resources**  
**North Bend Rail Trail**  
**Culvert Replacement Project**

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

**11. MISCELLANEOUS:**

- a. 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:** Robert D. Hill

**Telephone Number:** 304-632-1600

**Fax Number:** 304-632-1501

**Email Address:** rdanhill@hotmail.com



**EXHIBIT A – PRICING PAGE  
North Bend Rail Trail  
Culvert Replacement Project**

**BID FORM  
NBRT CULVERT MM16 CULVERT COLLAPSE REPAIR**

**WVDNR, SOUTH CHARLESTON, WV  
Prepared By: Civil Tech Engineering, Inc. - April 23, 2018**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1.0	MOB/DEMOB (Max. 10% Contract)	1	LS	\$19,550.00	\$19,550.00
2.0	SURVEYING (Max. 5% Contract)	1	LS	\$10,350.00	\$10,350.00
3.0	QUALITY CONTROL (Max. 5% Contract)	1	LS	\$8,625.00	\$8,625.00
4.0	CLEARING & GRUBBING	1	LS	\$9,105.00	\$9,105.00
5.0	EXCAVATION	1,840	CY	\$31.00	\$57,040.00
6.0	DEMOLITION	1	LS	\$28,941.00	\$28,941.00
7.0	RIP RAP	83	TN	\$100.00	\$8,300.00
8.0	BASESTONE	20	TN	\$94.00	\$1,880.00
9.0	STORM DRAIN PIPE	1	LS	\$41,388.00	\$41,388.00
10.1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$1,840.00	\$1,840.00
10.2	SILT FENCE	510	LF	\$9.40	\$4,794.00
10.3	WATTLES	311	LF	\$4.00	\$1,244.00
10.4	COFFERDAM	2	EA	\$24,065.00	\$48,130.00
10.5	DEWATERING BAG	1	EA	\$5,128.00	\$5,128.00
11.0	SEEDING AND MULCHING	1	LS	\$6,626.00	\$6,626.00
12.0	GABION RETAINING WALL	31	CY	\$341.00	\$10,571.00

**TOTAL BID PRICE**

**\$263,512.00**

Two Hundred Sixty Three Thousand Five Hundred Twelve Dollars

**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
North Bend State Park Trail- Culvert Repairs  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
19th day of July, 2018.

Principal Corporate Seal

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

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)  
Roberta Bird  
Roberta Bird  
Attorney-in-Fact

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

**COLONIAL SURETY COMPANY**

Duncannon, Pennsylvania

Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

**GENERAL POWER OF ATTORNEY**

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Roberta Bird of Gauley Bridge, WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

**Bid Bonds and Consent of Surety Only**

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

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

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

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 8th day of September, A.D., 2015.

State of New Jersey }  
County of Bergen } SS.



COLONIAL SURETY COMPANY  
By Wayne Nunziata  
Wayne Nunziata, President

On this 8th day of September, in the year 2015, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Theresa Spinelli  
A Notary Public of New Jersey  
My Commission Expires September 9, 2020

Theresa Spinelli  
Theresa Spinelli Notary Public

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

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1988, and that said resolution has not been amended or repealed:

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

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 19th day of July, 2018.

Original printed with Blue and/or Black ink  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8780 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which this power is attached.

Audie B. Murphy  
Audie B. Murphy, Secretary

State of WV

County of Fayette

AND NOW, this 19th day of July, in the calendar year of 2018, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

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

A Notary Public of WV  
My Commission Expires on April 17, 2024

Notary Public in and for the

County of Fayette  
State of WV

Jessica Taylor  
NOTARY PUBLIC  
Notary Public, State Of West Virginia  
JESSICA TAYLOR  
9626 Rich Creek Rd  
Jodie, WV 26090  
My Commission Expires April 17, 2024

**Colonial Surety Company**  
 Duncannon, Pennsylvania  
 -Inc 1930-

**Balance Sheet as at December 31, 2017**

<b>Cash &amp; Invested Assets:</b>		<b>Liabilities:</b>	
Cash.....	\$4,424,000	Outstanding Losses and Loss Expenses...	\$10,165,383
Short Term Investments.....	2,331,652	Unearned Premiums.....	9,169,640
Bonds*.....	45,450,110	Funds Held.....	425,959
Accrued Investment Income...	438,089	Reinsurance Payable.....	712,559
Mortgage Loans.....	4,907,645	Accrued Expenses.....	262,025
		Income Taxes Payable.....	683,289
		Provision for Reinsurance.....	57,641
		Payable to parent, subsidiaries and Affiliates.....	29,469
<b>Total Cash &amp; Invested Assets..</b>	<b>\$57,551,496</b>	<b>Total Liabilities.....</b>	<b>\$21,505,429</b>
<b>Other Assets:</b>		<b>Capital &amp; Surplus:</b>	
Premiums Receivable.....	\$2,246,811	Common Capital Stock.....	\$4,000,000
Funds Held – Collateral.....	425,959	Additional Paid in Capital.....	1,000,000
Reinsurance Recoverable.....	1,326,306	Unassigned Surplus.....	35,515,924
Net Deferred Tax Assets.....	471,317		
		<b>Total Capital &amp; Surplus.....</b>	<b>\$40,515,924</b>
<b>Total Admitted Assets.....</b>	<b>\$57,114,244</b>	<b>Total Liabilities, Capital &amp; Surplus...</b>	<b>\$62,021,889</b>

\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY }  
 SS.:  
 COUNTY OF BERGEN }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2017.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 23rd day of March, 2018.



**THERESA SPINELLI**  
 A Notary Public of New Jersey  
 My Commission Expires September 9, 2020

*Wayne Nunziata*  
 \_\_\_\_\_  
 Wayne Nunziata President

*Theresa Spinelli*  
 \_\_\_\_\_  
 Theresa Spinelli Notary Public



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Fayette, **TO-WIT:**

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

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

maintains a 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: July 19, 2018

Taken, subscribed and sworn to before me this 19 day of July, 2018.

By Commission expires April 17, 2024

(Seal)



Jessica Taylor  
(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

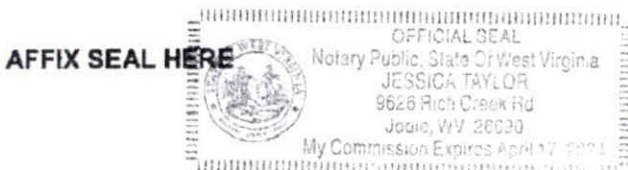
Authorized Signature: Robert D. Hill Date: July 19, 2018

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 19 day of July, 2018.

My Commission expires April 17, 2024.



NOTARY PUBLIC Jessica Taylor

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001196

**Classification:**

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

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

**Date Issued**

AUGUST 06, 2017

**Expiration Date**

AUGUST 06, 2018

*Robert D. Hill*

Authorized Company Signature

*Gene Traynor*

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**<sub>TM</sub>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/10/2018

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).

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

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TRA0548113	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		TRA0548113	07/01/2018	07/01/2019	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		TRA0548113	07/01/2018	07/01/2019	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TRA0548113	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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)

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jessie B. Stanley</i>

## DESCRIPTIONS (Continued from Page 1)

**Broad Form Employers Liability**

**Blanket Waiver of Subrogation Notice of Cancellation 30 days USPFO for WV**