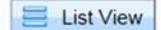




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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  10 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 435416

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0310

Vendor ID:  

SO Doc ID: DNR1800000005

Legal Name: WAYNESBORO CONSTRUCTION CO INC

Published Date: 5/14/18

Alias/DBA:

Close Date: 5/17/18

Total Bid: \$29,984,000.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:  

Total of Header Attachments: 10

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 435416  
**Solicitation Description :** Addendum 4- Cacapon Lodge Addition/Facility Project  
**Proc Type :** Central Purchase Order

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2018-05-17<br>13:30:00 | SR 0310 ESR05141800000005197 | 1       |

| <b>VENDOR</b>                                  |
|--|
| 000000160776<br>WAYNESBORO CONSTRUCTION CO INC |

**Solicitation Number:** CRFQ 0310 DNR1800000005

**Total Bid :** \$29,984,000.00      **Response Date:** 2018-05-17      **Response Time:** 13:23:44

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc                              | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 1    | Commercial Building Construction Services |     |            |            | \$29,984,000.00             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000  |              |               |         |

**Extended Description :** Vendors are to enter Total Bid Amount from the Exhibit "A" Pricing Pages located within the Solicitation Documents, on this line. This is the Totals of line A (base Bid) + line B ( Alternate 1) + line C ( Alternate 2) + line D (Alternate 3) + line D (Alternate 4)= TOTAL BID AMOUNT

**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: Waynesboro Construction Co., Inc.

Contractor's License No.: WV- WV000577

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.

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Waynesboro Construction Co., Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

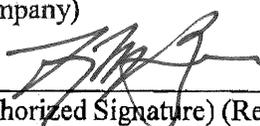
| Subcontractor Name       | License Number if Required by<br>W. Va. Code § 21-11-1 et. seq. |
|--------------------------|---|
| To BE PROVIDED AFTER BID |   |
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Attach additional pages if necessary

**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.

\_\_\_\_\_  
 (Name, Title)  
 Gregory W. Brown, President  
 \_\_\_\_\_  
 (Printed Name and Title)  
 7101 Guilford Dr., Ste 203, Frederick, MD 21704  
 \_\_\_\_\_  
 (Address)  
 301-662-1150, 301-694-3017(f)  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 greg@waynesboroconstruction.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.

Waynesboro Construction Co., Inc.  
 \_\_\_\_\_  
 (Company)  
  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)  
 Gregory W. Brown, President  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)  
 5/17/2018  
 \_\_\_\_\_  
 (Date)  
 301-662-1150, 301-694-3017 (f)  
 \_\_\_\_\_  
 (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 checked="" 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.

Waynesboro Construction Co., Inc.  
Company

  
Authorized Signature

5/17/2018  
Date

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

REQUEST FOR QUOTATION  
Cacapon Resort State Park  
Cacapon Lodge Additions and Alterations

**11. MISCELLANEOUS:**

**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:** Gregory W. Brown, President

**Telephone Number:** 301-662-1150

**Fax Number:** 301-694-3017

**Email Address:** greg@waynesboroconstruction.com

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Waynesboro Construction Co., Inc.  
of 7101 Guilford Drive, Suite 203, Frederick, MD 21704, as Principal, and Travelers Casualty and Surety Company  
of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent of the total amount bid and all add alternates (\$ 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  
Cacapon Lodge Addition/Facility Improvements Project  
1818 Cacapon Lodge Drive, Berkeley Springs, WV

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 10th day of May, 2018.

Principal Seal

Waynesboro Construction Co., Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or Duly Authorized Agent)  
PRESIDENT  
(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
[Signature]  
Kylee A. Lantz, 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.**



EHD  
1857 William Penn Way  
PO Box 11600  
Lancaster, PA 17601

717.394.5681 or  
800.544.7292  
(F): 717.394.0842  
ehd-ins.com

## Consent of Surety

State of West Virginia  
Purchasing Division  
WV Division of Natural Resources, Parks and Recreation-PEM Section  
2019 Washington St East  
P.O. Box 50130  
Charleston, WV 25305

RE: Waynesboro Construction Co., Inc.  
Cacapon Lodge Addition/Facility Improvements Project  
818 Cacapon Lodge Drive, Berkeley Springs, WV  
Agency: WV Division of Natural Resources, Parks and Recreation-PEM  
Section  
Solicitation No.: CRFQ 0310 DNR1800000005

To Whom It May Concern:

We are pleased to be the surety agent for the above-referenced contractor. In the event this firm enters into a contract with you for this project, Travelers Casualty and Surety Company of America is prepared to execute the required Performance and Payment bonds in the full amount of the contract.

Signed and Sealed Date: 5/10/2018

Travelers Casualty and Surety Company of America

A handwritten signature in blue ink, reading 'Kylee A. Lantz', is written over a horizontal line.

Kylee A. Lantz  
Attorney-In-Fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sarah E. Jordan, Kylee A. Lantz, Jon K. Miles, Mariah C. Landis, Matthew J. Swanick, Morgan S. Ellis, Jessica A. Weidenhammer, Astra M. Marx, and Valerie Sassaman of Lancaster, Pennsylvania** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of May, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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

Maryland  
**STATE OF WEST VIRGINIA,**

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

I, Jennifer Wallace, after being first duly sworn, depose and state as follows:

- I am an employee of Waynesboro Construction Co., Inc.; and,  
(Company Name)
- I do hereby attest that Waynesboro Construction Co., Inc.  
(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**.

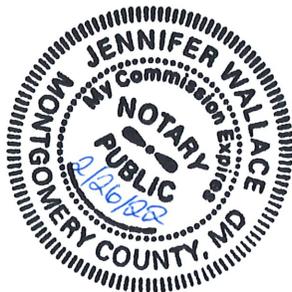
The above statements are sworn to under the penalty of perjury.

Printed Name: GREGORY W BROWN  
 Signature: [Signature]  
 Title: PRESIDENT  
 Company Name: Waynesboro Construction Co., Inc.  
 Date: 5/17/2018

Taken, subscribed and sworn to before me this 17 day of May, 2018.

By Commission expires 2/26/22

(Seal)



[Signature]  
(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: WAYNESBORO CONSTRUCTION CO, INC

Authorized Signature: [Signature] Date: 5/17/18

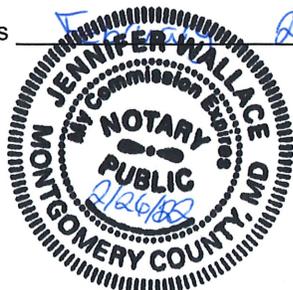
State of Maryland

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 17 day of May, 2018.

My Commission expires 26, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)

EXHIBIT A – PRICING PAGE  
Cacapon Resort State Park  
Cacapon Lodge Additions and Alterations

Revised: 05/01/2018

Name of Vendor:

Waynesboro Construction Co., Inc.

Address of Vendor:

7101 Guilford Dr., Ste 203  
Frederick, MD 21704

Phone Number of Vendor:

301-662-1150

WV Contractors License No.

WV- 000577

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**"A" Base Bid**

The Base Bid shall consist of all the work described in Section 01 1000 Summary and contained in the Construction Documents.

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in numbers.**

\$ 26,770,000.00

**Total Base Bid: "A"**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in words.**

TWENTY SIX MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS

EXHIBIT A - PRICING PAGE  
Cacapon Resort State Park  
Cacapon Lodge Additions and Alterations

Revised: 05/01/2018

**Additive/Deductive Alternates**

The Alternate Bids shall consist of all the work described in Section 01 2300 Alternates.

**"B" Alternate No. 1** - Provide a lump sum cost to be added to the Base Bid.

**Total Alternate No. 1 Bid:**  
Renovation of the existing  
Guest Rooms located on the  
1<sup>st</sup> and 2<sup>nd</sup> Floors of the  
Existing Lodge as defined in  
the Construction Documents.  
**Written in numbers.**

\$2,900,000 -

**Total Alternate No. 1 Bid:**  
**"B"** Renovation of the existing  
Guest Rooms located on the  
1<sup>st</sup> and 2<sup>nd</sup> Floors of the  
Existing Lodge as defined in  
the Construction Documents.  
**Written in words.**

TWO MILLION NINE HUNDRED THOUSAND

**"C" Alternate No. 2** - Provide a lump sum cost to be added to the Base Bid.

**Total Alternate No. 2 Bid:**  
Replacement of wood  
windows in the Guest Rooms  
of the Existing Lodge as  
defined in the Construction  
Documents.  
**Written in numbers.**

\$152,000 -

**Total Alternate No. 2 Bid:**  
**"C"** Replacement of wood  
windows in the Guest Rooms  
of the Existing Lodge as  
defined in the Construction  
Documents.  
**Written in words.**

ONE HUNDRED FIFTY TWO THOUSAND

EXHIBIT A - PRICING PAGE  
Cacapon Resort State Park  
Cacapon Lodge Additions and Alterations

Revised: 05/01/2018

**"D" Alternate No. 3** - Provide a lump sum cost to be added to the Base Bid.

**Total Alternate No. 3 Bid:**  
Painting the exterior of the Existing Lodge as defined in the Construction Documents.  
**Written in numbers.**

\$ 79,000 -

**Total Alternate No. 3 Bid:**  
**"D"** Painting the exterior of the Existing Lodge as defined in the Construction Documents.  
**Written in words.**

SEVENTY-NINE THOUSAND

**"E" Alternate No. 4** - Provide a lump sum cost to be added to the Base Bid.

**Total Alternate No. 4 Bid:**  
Provide/install video surveillance system as defined in the Construction Documents.  
**Written in numbers.**

\$ 83,000 -

**Total Alternate No. 4 Bid:**  
**"E"** Provide/install video surveillance system as defined in the Construction Documents.  
**Written in words.**

EIGHTY-THREE THOUSAND

**Total Bid Amount is the TOTALS of A + B + C + D + E =**

\$ 29,984,000.00

EXHIBIT A – PRICING PAGE  
Cacapon Resort State Park  
Cacapon Lodge Additions and Alterations

Revised: 05/01/2018

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The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The award of this contract is contingent upon availability of funds from a bond sale authorized for this project. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award. Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

| Group   | Description                  | Total Amount |
|---------|------------------------------|--------------|
| 1000.00 | GENERAL CONDITIONS           | 873,783      |
| 1900.00 | ALLOWANCES                   | 194,194      |
| 2000.00 | DEMOLITION                   | 323,577      |
| 2020.00 | SITE DEMOLITION              | 1            |
| 2090.00 | HAZARDOUS MAT'L ABATEMENT    | 53,608       |
| 2110.00 | CLEAR & GRUB                 | 1            |
| 2150.00 | SHORING                      | 85,773       |
| 2190.00 | SEDIMENT CONTROL             | 17,513       |
| 2200.00 | EARTHWORK AND SITE UTILITIES | 1,340,197    |
| 2250.00 | FINE GRADING                 | 1            |
| 2270.00 | ROCK EXCAVATION              | 1            |
| 2300.00 | SPECIAL BACKFILL             | 7,542        |
| 2340.00 | GRAVEL MATERIAL              | 994          |
| 2400.00 | SITE CONCRETE                | 1            |
| 2430.00 | CONCRETE PAVING              | 39,305       |
| 2450.00 | CURB & GUTTER                | 18,106       |
| 2470.00 | SIDEWALKS                    | 43,771       |
| 2480.00 | STONE BASE @ WALKS           | 10,722       |
| 2500.00 | ASPHALT PAVING               | 428,984      |
| 2510.00 | AGGREGATE BASE               | 1            |
| 2520.00 | PAVEMENT MARKINGS            | 1            |
| 2535.00 | DETECTABLE WARNING TILE      | 5,269        |
| 2550.00 | GEOTEXTILES                  | 1            |
| 2610.00 | WATER DISTRIBUTION           | 1            |
| 2620.00 | SANITARY SEWERAGE            | 1            |
| 2700.00 | STORM DRAINAGE/STRUCTURES    | 1            |
| 2720.00 | FOUNDATION DRAINAGE          | 20,188       |
| 2730.00 | TRENCH DRAINS                | 3,667        |
| 2800.00 | SITE FURNISHINGS             | 4,698        |
| 2840.00 | CHAIN LINK FENCING           | 5,468        |
| 2845.00 | ALUMINUM FENCING             | 11,740       |
| 2848.00 | FENCING - PVC                | 7,291        |
| 2850.00 | GUARD RAILS                  | 33,939       |
| 2900.00 | LANDSCAPING                  | 99,113       |
| 2920.00 | SEEDING                      | 2            |
| 2960.00 | PLANT PROTECT. & MAINT.      | 1            |
| 2980.00 | FNDTN & TRNCH EXCAV/BKFL     | 114,872      |
| 2995.00 | MISCELLANEOUS EXCAVATION     | 3,644        |
| 3000.00 | CONCRETE                     | 723,346      |
| 3400.00 | CONCRETE SUBCONTRACTOR       | 64,758       |
| 3410.00 | SLAB CUT/ BKFL/PATCH         | 72,787       |

| Group   | Description                  | Total Amount |
|---------|------------------------------|--------------|
| 3420.00 | STAMPED CONCRETE             | 24,016       |
| 3430.00 | CONCRETE COLORED             | 123,030      |
| 3500.00 | CONC REINFORCING STEEL       | 117,657      |
| 3800.00 | PRECAST CONCRETE             | 32,753       |
| 3900.00 | SHOTCRETE                    | 8,041        |
| 3912.00 | FLASH PATCH                  | 8,154        |
| 4000.00 | MASONRY                      | 986,384      |
| 4010.00 | MASONRY REINFORCING          | 18,079       |
| 4250.00 | MASONRY BRACING              | 2,279        |
| 4400.00 | STONE                        | 1            |
| 4750.00 | CAST STONE                   | 1            |
| 5100.00 | STRUCTURAL STEEL             | 1,757,851    |
| 5300.00 | METAL DECKING                | 1            |
| 5400.00 | COLD-FORMED FRAMING          | 1            |
| 5450.00 | LIGHT GA METAL TRUSSES       | 168,072      |
| 5500.00 | METAL FABRICATIONS           | 1            |
| 5510.00 | MISC METALS                  | 11,274       |
| 5710.00 | ORNAMENTAL HANDRAILS         | 2            |
| 5800.00 | EXPANSION CONTROL            | 7,729        |
| 6100.00 | ROUGH CARPENTRY              | 126,294      |
| 6240.00 | CEMENTITIOUS SIDING          | 356,170      |
| 6300.00 | HEAVY TIMBER CONSTR          | 207,542      |
| 6600.00 | FINISH CARPENTRY/MILLWORK    | 917,016      |
| 6610.00 | CULTURED MARBLE FABRICATIONS | 3            |
| 7100.00 | WATERPROOFING                | 1            |
| 7110.00 | MEMBRANE WATERPROOFING       | 53,608       |
| 7180.00 | AIR BARRIERS                 | 1            |
| 7220.00 | BATT INSULATION              | 1            |
| 7230.00 | RIGID INSULATION             | 79,242       |
| 7235.00 | NAIL BASE INSULATION         | 1            |
| 7260.00 | AIR BARRIER SYSTEM           | 85,773       |
| 7270.00 | FIRESTOPPING                 | 2,900        |
| 7300.00 | SHINGLE ROOFING              | 2            |
| 7550.00 | MEMBRANE ROOFING             | 381,261      |
| 7590.00 | TRAFFIC TOPPING              | 1            |
| 7600.00 | FLASHING & SHEET METAL       | 1            |
| 7700.00 | ROOF ACCESSORIES             | 3,474        |
| 7710.00 | ROOF HATCHES                 | 1            |
| 7900.00 | JOINT SEALERS                | 72,907       |
| 8100.00 | METAL DOORS & FRAMES         | 377,310      |
| 8200.00 | WOOD DOORS                   | 3            |

| Group    | Description               | Total Amount |
|----------|---------------------------|--------------|
| 8300.00  | SPECIAL DOORS             | 20,326       |
| 8350.00  | ACCESS DOORS              | 18,501       |
| 8410.00  | OVERHEAD COILING DOORS    | 29,509       |
| 8450.00  | FOLDING PARTITIONS        | 22,778       |
| 8500.00  | ALUMINUM ENTR & STRFRTS   | 294,092      |
| 8560.00  | VINYL WINDOWS             | 103,363      |
| 8700.00  | FINISH HARDWARE           | 3            |
| 8720.00  | CONTROLLING HARDWARE      | 30,611       |
| 8800.00  | GLASS & GLAZING           | 3            |
| 9000.00  | FINISHES                  | 58,969       |
| 9100.00  | DRYWALL                   | 2,481,988    |
| 9300.00  | TILE                      | 348,451      |
| 9500.00  | ACOUSTICAL                | 1            |
| 9540.00  | SPECIALTY CEILING SYSTEM  | 44,858       |
| 9550.00  | WOOD FLOORING             | 2            |
| 9600.00  | RESILIENT                 | 310,389      |
| 9650.00  | CARPET                    | 1            |
| 9710.00  | RESINOUS FLOORING         | 46,371       |
| 9900.00  | PAINTING                  | 589,686      |
| 9950.00  | WALLCOVERINGS             | 1            |
| 9960.00  | HIGH PERFORMANCE COATINGS | 1            |
| 10140.00 | DISPLAY RAIL SYSTEM       | 1            |
| 10150.00 | TOILET PARTITIONS         | 24,182       |
| 10160.00 | SHOWER COMPARTMENTS       | 9,969        |
| 10200.00 | LOUVERS & VENTS           | 10,485       |
| 10260.00 | WALL & CORNER GUARDS      | 2,828        |
| 10300.00 | FIREPLACES & STOVES       | 29,507       |
| 10400.00 | IDENTIFYING DEVICES       | 35,452       |
| 10500.00 | LOCKERS                   | 16,798       |
| 10520.00 | FIRE EXTING & CABINETS    | 8,289        |
| 10800.00 | TOILET ACCESSORIES        | 15,769       |
| 11110.00 | VAULT DOOR                | 2,678        |
| 11140.00 | PROJECTION SCREENS        | 3,645        |
| 11400.00 | FOOD SERVICE EQUIP        | 568,243      |
| 11430.00 | LAUNDRY EQUIPMENT         | 134,567      |
| 11800.00 | LOADING DOCK EQUIPMENT    | 1            |
| 11930.00 | LAB EQUIPMENT             | 7,665        |
| 12000.00 | FURNISHINGS               | 1            |
| 12010.00 | OWNER FURNISHED ITEMS     | 22,165       |
| 12500.00 | WINDOW TREATMENTS         | 128,986      |
| 12600.00 | ENTRANCE MATS             | 14,063       |

| Group    | Description              | Total Amount |
|----------|--------------------------|--------------|
| 13200.00 | PRE-ENGINEERED BUILDINGS | 97,759       |
| 13400.00 | POOLS                    | 857,192      |
| 14200.00 | ELEVATORS                | 415,365      |
| 14300.00 | FREIGHT ELEVATOR         | 1            |
| 15300.00 | SPRINKLER                | 252,172      |
| 15400.00 | PLUMBING                 | 1            |
| 15440.00 | GREASE INTERCEPTOR       | 1            |
| 15460.00 | GAS PIPING               | 1            |
| 15470.00 | PROPANE TANK             | 386,780      |
| 15500.00 | HVAC                     | 6,207,786    |
| 16000.00 | ELECTRICAL               | 2,580,037    |
| 16010.00 | ELECTRICAL DEMO          | 1            |
| 16020.00 | ELECTRICAL EXCAV & BKFL  | 1            |
| 16100.00 | GENERATOR                | 1            |
| 16250.00 | SITE LIGHTING            | 1            |
| 16520.00 | FIRE ALARM               | 1            |
| 16710.00 | COMMUNICATIONS CABLING   | 1            |
| 16750.00 | TELEPHONE SYSTEM         | 1            |
| 17100.00 | SECURITY SYSTEMS         | 1            |

| = INCLUDED IN  
OTHER LINES

BASE BID

\$ 26,770,000 —