



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DNR209090

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

Waynesboro Construction  
 7101 Guilford Drive, Suite 203  
 Frederick, MD 21704

SHIP TO

DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/02/2009				

BID OPENING DATE:	02/12/2009	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		968-42		1,950,000.-
GENERAL CONSTRUCTION  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR ALTERATIONS AND ADDITIONS TO THE BATHHOUSE AT BERKELEY SPRINGS STATE PARK, 2 SOUTH WASHINGTON STREET, BERKELEY SPRINGS, WV 25411, IN ACCORDANCE WITH CONTRACT DOCUMENTS PREPARED BY ALPHA ASSOCIATES, INC., 209 PRAIRIE AVE., MORGANTOWN, WV 26501.  A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 01/27/09 AT BERKELEY SPRINGS STATE PARK HEADQUARTERS AT 11:00 A FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. AN INDIVIDUAL MAY NOT REPRESENT MORE THAN ONE FIRM AT THE PRE-BID CONFERENCE.  THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.  THE REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING FRANK WHITTAKER, SENIOR BUYER WV PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 304-558-2316 FRANK.M.WHITTAKER@WV.GOV  PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: SHAWNIE LAVIGNE ALPHA ASSOCIATES,						

**RECEIVED**  
 2009 MAR 26 PM 1:21  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	301-1062-1150	3-26-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	25-1528442		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 FRANK WHITTAKER  
 304-558-2316

PURCHASING

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Waynesboro Construction Co., Inc.  
 7101 Guilford Drive, Suite 203  
 Frederick, MD 21704

SHIP TO

DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
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				209 PRAIRIE AVENUE MORGANTOWN, WV 26501 304-296-8216 EXT. 134 FAX 304-296-8245		
<p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 01/29/09 @ 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 240 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE WRITTEN NOTICE TO PROCEED</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Gregory W. Brown TELEPHONE: 301-462-1150 DATE: 3-26-09

FEIN: 25-1528442 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MORGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.

( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.

(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory W. Brown</i>	TELEPHONE 301-662-1150	DATE 3-26-09
FILE President	FEIN 25-1528442	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

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 7101 Guilford Drive, Suite 203  
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STATE OF WEST VIRGINIA  
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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
NATURE	Signature: <i>Gregory W. Brown</i>	TELEPHONE	DATE
LE President	FEIN 25-1528442	301-662-1150	3-26-09
ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING; A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	NAME Gregory W. Brown	TELEPHONE 301-662-1150	DATE 3-26-09
TITLE President	FEIN 25-1528442	ADDRESS CHANGES TO BE NOTED ABOVE	

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 304-558-2316

S U B G O I R

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Waynesboro Construction Co., Inc.  
 7101 Guilford Drive, Suite 203  
 Frederick, MD 21704

S H I P T O

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<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ... 1/21/09 .....</p> <p>NO. 2 ... 1/29/09 .....</p>						

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SIGNATURE: TELEPHONE: 301-662-1150 DATE: 3-26-09

LE: President FEIN: 25-1528442 ADDRESS CHANGES TO BE NOTED ABOVE

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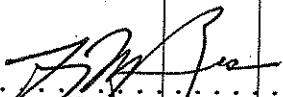
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NO. 3		2/2/09			No.6 3/4/09	
NO. 4		2/22/09			No.7 3/17/09	
NO. 5		2/27/09				

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY 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.


  
 Gregory W. Brown, President .....SIGNATURE  
 Waynesboro Construction Co., Inc. ....COMPANY  
 3/24/09 .....DATE

REV. 11/96

### CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Waynesboro Construction Co, Inc.</p> <p>CONTRACTORS LICENSE NO : WV000577</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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NATURE	Signature: <i>Gregory W. Brown</i>	TELEPHONE	DATE
LE President	FEIN 25-1528442	301-462-1150	3-26-09
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FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Waynesboro Construction Co., Inc.  
 7101 Guilford Drive, Suite 203  
 Frederick, MD 21704

SHIP TO

DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/02/2009				

BID OPENING DATE: 02/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DNR209090</p> <p>BID OPENING DATE: 02/12/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            301-694-3017</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            Gregory W. Brown</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	NAME Gregory W. Brown	TELEPHONE 301-662-1150	DATE 3-26-09
TITLE President	FEIN 25-1528442	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER:  
 DNR209090

PAGE  
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 FRANK WHITTAKER  
 304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/02/2009				

BID OPENING DATE: 02/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR209090 ***** TOTAL:						1,956,000 <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Gregory W. Brown TELEPHONE: 301-662-1150 DATE: 3-26-09

TITLE: President FEIN: 25-1528442 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **INVITATION TO BID-1**

---

The Division of Natural Resources, Parks and Recreation, requests bids for construction of Alterations and Additions to the Berkeley Springs Bath House, Berkeley Springs, WV.

Request for Quotation No. NUMBER  
 Bid opening date is on **02/12/09** at 1:30 PM at the WV State Purchasing Division, 2019 Washington Street, East, Capitol Complex, Charleston, WV.

A mandatory Pre-Bid Conference will be held on **01/27/09 at 11:00 am** Headquarters, Berkeley Springs, WV.

No bids will be considered from other than those present at the Pre-Bid Conference.

The bidding documents consist of the Request for Quotations, plans and specifications.

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer  
 Finance and Administration, Purchasing Division  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Telephone: 304-558-2316 Ext. 218

Plans and specifications may be obtained by contacting:

Shawnie Lavigne  
 Alpha Associates, Incorporated  
 209 Prairie Avenue  
 Morgantown, WV 26501  
 (304) 296-8216 Ext. 134  
 Fax-304-296-8245

A non-refundable fee of \$185.00 is required for bidding documents. Bid documents are available in either paper bound sets or electronic version in pdf. on CD. Make your preference known at the time of purchase. If they require shipping there will be an additional \$10.00 fee. Please make checks payable to Alpha Associates, Inc., or to pay with credit card; log on to [www.alphaaec.com](http://www.alphaaec.com).

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 Bidder, if successful and awarded the contract, agrees that all work is to be complete within 240 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

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

**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **INVITATION TO BID-2**

---

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 A201-1997 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.

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
DIVISION OF NATURAL RESOURCES INFORMATION FOR BIDDERS-1

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## INFORMATION FOR BIDDERS

1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated.

The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least twenty one (21) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **INFORMATION FOR BIDDERS-2**

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- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

**4. Contractor's Personnel Requirements**

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that



**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **INFORMATION FOR BIDDERS-3**

---

the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

BIDDING DOCUMENT DEPOSITORIES

A copy of the Project Manual and Drawings may be examined without charge at the following locations during the Bid period:

Owner's Site: Division of Natural Resources  
Parks and Recreation  
1900 Kanawha Blvd, East  
Charleston, WV 25305

Engineer: Alpha Associates, Incorporated  
209 Prairie Avenue  
Morgantown, WV 26501  
304-296-8216

The following eight (8) Plan Rooms:

F. W. Dodge Division  
600 Waterfront Drive  
Suite 200  
Pittsburgh, PA 15222 .....Phone: 412+330-2200 / Fax: 412+231-6662

F. W. Dodge Division  
437 19th Street  
Dunbar, WV 25064.....Phone: 304+766-6880 / Fax: 304+727-6198

Pittsburgh Builders Exchange  
1813 N. Franklin Street  
Pittsburgh, PA 15233 .....Phone: 412+922-4200 / Fax: 412+928-9406

Ohio Valley Construction Employers Council, Inc.  
Plan Room  
21 Armory Drive  
Wheeling, WV 26003. ....Phone: 304+242-0520 / Fax: 304+242-7261

Contractors Association of West Virginia  
2114 Kanawha Boulevard  
Charleston, WV 25311 .....Phone: 304+342-1166 / Fax: 304+342-1074

Construction Employers Association of North Central West Virginia, Inc.  
2749 White Hall Blvd.  
White Hall, WV 26554 .....Phone: 304+367-1290 / Fax: 304+367-0126

Parkersburg-Marietta Contractors  
4424 B Emerson Avenue  
Parkersburg, WV 26104. ....Phone: 304+485-6485 / Fax: 304+428-7622

Reed Construction Data  
30 Technology Pkwy South, Suite 500  
Norcross, GA 30092.....Phone: 800-925-6541 / Fax: 800-774-9097

END OF BIDDING DOCUMENT DEPOSITORIES

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-1

Name of Bidder:

Waynesboro Construction Co., Inc.

Address of Bidder:

7101 Guilford Drive, Suite 203  
 Frederick, Maryland 21704

Phone Number of Bidder:

301-662-1150

WV Contractors License No.

WV000577

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.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

1,950,000,-

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Million Nine Hundred Fifty Thousand

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-2

ALTERNATES

Additive Alternate No. 01 Contractor to provide price for modular building as described on Sheet A-1.1A, and section 01230.

Additive Alternate No. 01 Amount:

Ninety Two Thousand Seven Hundred (\$) 92,700.-  
 (Total to be written in words) (Total to be written in numbers)

Additive Alternate No. 02 contractor to provide price for deletion of Interior Storm Windows and addition of replacement windows as outlined in Specification Section 01230.

Additive Alternate No. 02 Amount:

Forty Three Thousand Two Hundred (\$) 43,200.-  
 (Total to be written in words) (Total to be written in numbers)

UNIT PRICES

Unit prices to be as described in Section 01270 For masonry repairs in dollars per square foot.

Twenty Dollars /SQ.FT (\$) 20.- /SQ/FT  
 (Total to be written in words) (Total to be written in numbers)

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-3

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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 Bidder, if successful and awarded the contract, agrees that all work is to be complete within 240 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

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.

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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 A201-1997 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.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**


Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Waynesboro Construction Co., Inc.

Authorized Signature:  Date: 3/26/09  
Gregory W. Brown, President



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

STATE OF MARYLAND

COUNTY OF Frederick, TO-WIT:

I, Gregory W. Brown, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

Waynesboro Construction Co., Inc.  
(Company Name)

By: Gregory W. Brown

Title: President

Date: March 26, 2009

Taken, subscribed and sworn to before me this 26th day of March

By Commission expires November 1, 2009

(Seal)

Shelley S. Bishop  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **FORM OF PROPOSAL-4**

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	1	Date	1/21/09
	2		1/29/09
	3		2/2/09
	4		2/22/09
	5		2/27/09
	6		3/4/09
	7		3/17/09

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Waynesboro Construction Co., Inc., 7101 Guilford Dr. Suite 203, Frederick, MD 21704 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, 10 Sentry Parkway, Suite 300, Blue Bell, PA 19422 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto Division of Natural Resources, Parks and Recreation 2019 Washington St, East, Capitol Complex, Charleston, WV 25305- (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Total Amount Bid (\$ 5% ) Dollars,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Alterations and Additions to the Berkeley Springs Bath House (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 26th day of March, 2009

Shelley S. Bostick (Witness)

Waynesboro Construction Co., Inc.

Gregory W. Brown, President

Melissa B. Truitt (Witness)

Travelers Casualty and Surety Company of America

J. C. Rushworth, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214048

Certificate No. 001930939

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Alan P. Lubas, J.C. Rushworth, James E. Bradford Jr., Sheila E. Turnbull, and Melissa B. Truitt

of the City of Lancaster, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 4th day of September 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of September 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2011.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of MARCH, 20 09.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.