

EXHIBIT A - PRICING PAGE
Cacapon Resort State Park
Paving Project

Name of Vendor:

W-L Construction & Paving, Inc.

Address of Vendor:

P.O. Box 339, 2786 Martinsburg Pike
Stephenson, Virginia 22656

Phone Number of
Vendor:

540-662-4008

WV Contractors License
No.

WV- 041870

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 the Project Manual, pre-bid, and any addendums.

Total Base Bid:

Lump sum for all labor, materials, and equipment needed for a complete paving job.

Written in numbers.

\$438,000⁰⁰

Total Base Bid: "A"

Lump sum for all labor, materials, and equipment as needed for a complete paving job.

Written in words.

Four Hundred, Thirty-Eight Thousand Dollars & Zero cents

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UNIT PRICE #1:

The Unit Price shall consist of all the work described in the Project Manual.
Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

Unit Price: Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

written in numbers.

\$12.50

Unit Price: Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

written in words.

Twelve dollars & Fifty cents

UNIT PRICE #2:

The Unit Price shall consist of all the work described in the Project Manual. Provide a unit price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

Unit Price: Provide a price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

written in numbers.

\$36.50

Unit Price: Provide a price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

written in words.

Thirty-Six dollars
& Fifty cents

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

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Additive/Deductive Alternates

The Alternate Bid shall consist of all the work described in the Project Manual.

"B" Alternate No. 1 - Provide a lump sum cost to pave ^{Parking Areas} walkways to Cabins 1 through 12.

Total Alternate No. 1 Bid:

Provide a lump sum cost to pave walkways to Cabins 1 through 12. ^{Parking Areas}

Written in numbers.

\$ 57,650⁰⁰

Total Alternate No. 1 Bid:

"B" Provide a lump sum cost to pave walkways to Cabins 1 through 12. ^{Parking Areas}

Written in words.

Fifty-seven Thousand, Six Hundred and Fifty dollars & zero cents

Total Bid Amount is the TOTALS of A + B =

\$ 495,650⁰⁰

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. 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.



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 677882

Document Description : Addendum No.01 - Cacapon SP - Cabin Drive & Sidewalk Paving

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-02-06	2020-03-04 13:30:00	ARFQ 0310 DNR2000000029	2	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>W-L Construction + Paving, Inc.</i> <i>P.O Box 339</i> <i>Stephenson, Va, 22656</i> <i>540-662-4008</i>

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature *X* *Teddy L Winter* FEIN # *54-1069645* DATE *2-28-2020*

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*29

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 type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

W-L Construction & Paving, Inc.
Company

Teddy L. Winters P.M.
Authorized Signature

2-28-2020
Date

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

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.

Teddy L. Winters P.M. *Teddy L. Winters*
(Name, Title)
Teddy L. Winters Project Manager
(Printed Name and Title)
P.O. Box 339, Stephenson, Va. 22656
(Address)
540-662-4008 540-662-4330
(Phone Number) / (Fax Number)
twinters@w-lconstruction.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.

W-L Construction & Paving, Inc.
(Company)

Teddy L. Winters Project Manager
(Authorized Signature) (Representative Name, Title)

Teddy L. Winters Project Manager
(Printed Name and Title of Authorized Representative)

2-28-2020
(Date)

540-662-4008 540-662-4330
(Phone Number) (Fax Number)



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

STATE OF WEST VIRGINIA,
COUNTY OF Morgan, TO-WIT:

I, Teddy L. Winters, after being first duly sworn, depose and state as follows:

- I am an employee of W-L Construction & Paving, Inc.; and,
(Company Name)
- I do hereby attest that W-L Construction & Paving, 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: Teddy L. Winters
 Signature: Teddy L. Winters
 Title: Project Manager
 Company Name: W-L Construction & Paving, Inc.
 Date: 2-28-2020

Taken, subscribed and sworn to before me this 28 day of February, 2020.

By Commission expires 7/31/2020

(Seal)

Brooke Boyd
(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: W-L Construction & Paving, Inc.

Authorized Signature: Teddy L. Winters Date: 2-28-2020

State of Virginia

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 28 day of February, 2020.

My Commission expires 7/31/2020, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC Brooke Boyd



April 1, 2018

Re: Company Officers

To whom it may concern,

The following individuals have been authorized to sign contract document on behalf of W&L Construction & Paving, Inc.

	Title	Amount Limit	Next Point of Contact
Charles Crane	President	Unlimited	Matthew Campbell
Matthew Campbell	Vice President	\$20,000,000.00	Charles Crane
Kevin Bragg	Vice President	\$20,000,000.00	Matthew Campbell
Lee Cooperrider	Vice President	\$20,000,000.00	Matthew Campbell
Scott Withrow	Vice President	\$20,000,000.00	Matthew Campbell
Robert Brookover	Vice President	\$20,000,000.00	Charles Crane
Ted Winters	Estimator	\$10,000,000.00	Robert Brookover
Jason Rutherford	Estimator	\$10,000,000.00	Robert Brookover

Should you have any questions, or require any further information, please contact me at our office at 540-662-4008.

Sincerely,

Charles Crane
President



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

Byrd E. White, III
Secretary of Transportation

CONTRACTOR'S CERTIFICATE OF QUALIFICATION

NO. 26459

THIS CERTIFIES THAT W & L CONSTRUCTION AND PAVING INC.
CHILHOWIE, VA

HAS FILED WITH THE DIVISION OF HIGHWAYS A FINANCIAL AND EXPERIENCE QUESTIONNAIRE AS REQUIRED BY THE COMMISSIONER, AND IS HEREBY AUTHORIZED TO BID AT ANY DIVISION OF HIGHWAYS LETTING UNTIL THE UNCOMPLETED WORK UNDER CONTRACT IN TERMS OF ESTIMATED COSTS AT ANY ONE TIME DOES NOT EXCEED IN THE AGGREGATE \$167,222,000 FOR THE FOLLOWING TYPES OF WORK: ITEM(S) A

THIS CERTIFICATE EXPIRES ON

April 30, 2020

WEST VIRGINIA DIVISION OF HIGHWAYS

DIRECTOR, CONTRACT
ADMINISTRATION DIVISION

DATED AT CHARLESTON, WV ON

April 15, 2019

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, W-L Construction & Paving, Inc.

2786 Martinsburg Pike P.O. Box 339 Stephenson, VA 22656

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company,

of 175 Berkeley Street Boston, MA 02116, a corporation duly organized under

the laws of the State of Massachusetts, as Surety, hereinafter called the Surety, are held and firmly bound unto

Division of Natural Resources Property & Procurement Office as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount Bid

Dollars (\$ 5%), 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 Cacapon SP-Cabin Drive Sidewalk Paving

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 4th day of March, 2020.

[Signature]
Witness

W-L Construction & Paving, Inc. (Seal)
[Signature] Principal
Title

[Signature]
Lisa Hall
Witness

Liberty Mutual Insurance Company
By [Signature]
Tina Davis Attorney-in-Fact

State of Utah }
County of Salt Lake } ss:

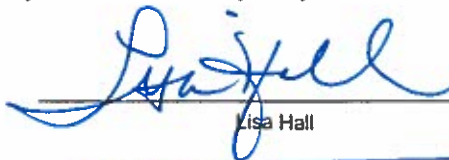
On March 4, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

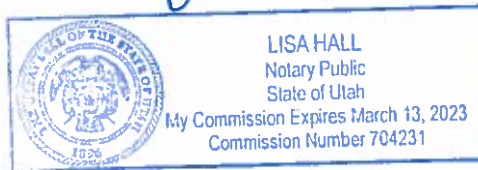
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 13, 2023



Lisa Hall

Notary Public





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

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

Certificate No: 8197868

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

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

31st day of October, 2018.



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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA County of MONTGOMERY

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed On this 31st day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March 2020



By: Renee C. Llewellyn, Assistant Secretary

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


Solicitation Response(SR) Dept: 0310 ID: ESR0304200000005062 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/04/2020

Header  3



General Information Contact Default Values Discount Document Information

Procurement Folder: 677882	SO Doc Code: ARFQ
Procurement Type: Agency Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 000000197898	SO Doc ID: DNR2000000029
Legal Name: W L CONSTRUCTION & PAVING INC	Published Date: 2/6/20
Alias/DBA:	Close Date: 3/4/20
Total Bid: \$438,000.00	Close Time: 13:30
Response Date: 03/04/2020	Status: Closed
Response Time: 9:41	Solicitation Description: Addendum No.01 - Cacapon SP - Cabin Drive & Sidewalk Paving 
	Total of Header Attachments: 3
	Total of All Attachments: 3