## **EXHIBIT A - PRICING PAGE**

#### Canaan Valley SP Lodge Chiller Replacement

Name of Bidder:	Tri-State Roofing and Sheet Metal Company	
Address of Bidder:	1651 Blue Horizon Drive Morgantown, WV 26501	
Phone Number of Bidder:	304-328-5244	
WV Contractors License No.	WV053078	

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

The Base Bid shall consist of the replacement of the existing chiller, relocation and installation of the existing Trane pony chiller from Hawks Nest State Park to Canaan Lodge, site work, electrical work, piping insulation, and other supporting work, unless otherwise indicated as an Additive Alternate, as detailed by the contract documents and Addenda. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

\$298,650.00

#### **Additive Alternates**

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

#### EXHIBIT A - PRICING PAGE

## Canaan Valley SP Lodge Chiller Replacement

No.	Description	Amount in Words	Amount in Figures
1	Controls work to alter the controls system to permit remote operation of the chillers including chiller alarms. Modify existing system graphics to	ADD  FIVE THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS	ADD \$5,235.00
	accommodate both chillers.		
2	In lieu of Base Bid chiller set forth in Addendum #4,	ADD TWENTY THREE THOUSAND FIVE HUNDRED TWENTY DOLLARS	ADD
	provide Carrier 30XV140 also as set forth in Addendum #4.	TOTAL TOTAL AND THE STATE OF TH	\$23,520.00

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

Agency WVDNR	
REQ.P.O# DNR1800000029	

## BID BOND

RNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri - State Roofing and Sheet Metal Company of it 561 fills thorizon Drive, Morgantown WV 28501 as Principal, and Travelers Casualty and Surety. Company of or 119 Virginia Street W. Charleston WV 25002 corporation organized and existing under the laws of the State of West Virginia, as Obligee, in the penal sum of _Enve Percent	KNOW ALL MEN BY THESE PRESENTS, That we, the unders	signed. Tri - State Roofing and Sheet Motol Company
Americal 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 (s. 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 WV DNR1800000029 - Canaan Valley Lodge Chillier Replacement Project according to plans and specifications.  **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 mill and void, otherwise this obligations and be mail and void, otherwise this obligations to 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 mill and void, otherwise this obligations that the work is the subscipation shall be mill and void, otherwise this obligations thall be mill and void otherwise this obligation shall be mill and	of 1651 Blue Horizon Drive, Morgantown WV 26501	as Principal and Travelors County
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Travelers Casualty and Surety Company of America (Name of Surety)  Sheila Midkiff  Attorney-in-Fact  Attorney-in-Fact		VICE PRESIDENT
Travelers Casualty and Surety Company of America (Name of Surety)  Sheila Midkiff  Attorney-in-Fact  Attorney-in-Fact	Surety Corporate Saist	(Tibe)
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MPORTANT - Surety executing bonds must be licensed in West Virginia to transport		Sheila Midkiff Aftorney-in-Fact
nd a power of attorney must be attached.	MPORTANT - Surety executing bonds must be licensed in West Virginia to	transact surety incurence. O
	and a power of attorney must be attached.	Corporate seals must be affixed,



#### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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.

231511

Certificate No. 007418919

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of lowa, 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

Ross E. Johnson, Patrick B. Kee, Beverly A. Holstine, Sheila Midkiff, Taylor R. Johnson, and Bradley P. Bobersky

of the City ofCharlestoneach in their separate capacity if more than other writings obligatory in the nature the contracts and executing or guaranteeing be	n one is named above, to sign, execute ereof on behalf of the Companies in the	, seal and acknowledge any neir business of guaranteei	and all bonds, recog ng the fidelity of ne	gnizances, condition	of undertakings and
IN WITNESS WHEREOF, the Companiday of October , 2	ies have caused this instrument to be si	gned and their corporate so	eals to be hereto affi	xed, this	23rd
Fidelit Fidelit St. Par	ngton Casualty Company y and Guaranty Insurance Company y and Guaranty Insurance Underwr ul Fire and Marine Insurance Compa ul Guardian Insurance Company	Tra iters. Inc. Tra	Paul Mercury Insuvelers Casualty and welers Casualty and telefited States Fidelity	d Surety Company d Surety Company	of America apany
1982	ICORPORATED SERVICE SE	ORANGE SEAL OF	WHARTEDRO, OF THE STATE OF THE	SARTFORD & CORR.	MODERANDO E 1896
State of Connecticut City of Hartford ss.		Ву:	Robert L. Rosely	Some Ver Direktor	
On this the 23rd day of be the Senior Vice President of Farmington Fire and Marine Insurance Company, St. P. Casualty and Surety Company of America instrument for the purposes therein contain	Casualty Company, Fidelity and Guar aul Guardian Insurance Company, St. I , and United States Fidelity and Guara	anty Insurance Company, F Paul Mercury Insurance Co nty Company, and that he,	idelity and Guaranty mpany, Travelers Ca as such, being autho	Insurance Underwr	iters, Inc., St. Paul

58440-5-16 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal, My Commission expires the 30th day of June, 2021.

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

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., 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, and Vi 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.

1, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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 20th day of february 2018.

Kar E. Physon



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at 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.

**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.

Johathan P. Bornak, Vice President	
(Name, Title) Jonathan P. Bornak, Vice President	
(Printed Name and Title) 1651 Blue Horizon Drive, Morgantown, WV 26501	
(Address) 304-328-5244 / 304-328-5248	
(Phone Number) / (Fax Number) jbornak@tri-stateservice.com	
(email address)	

Ionathan D. Barnak View Desett

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.

Tri-State Roofing and Sheet Metal Company

(Company)

Jonathan P. Bornak, Vice President
(Authorized Signature) (Representative Name, Title)

Jonathan P. Bornak, Vice President
(Printed Name and Title of Authorized Representative)

2/22/18

(Date)

304-328-5244 / 304-328-5248

(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)			
<ul> <li>✓ Addendum No. 1</li> <li>✓ Addendum No. 2</li> <li>✓ Addendum No. 3</li> <li>✓ Addendum No. 4</li> <li>✓ Addendum No. 5</li> </ul>	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 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.			
Tri-State Roofing and Sheet Metal	Company		
Company Authorized Signature			
2/22/18			
Date			
NOTE: This addendum acknowledgement sl:	ould be submitted with the bid to expedite document		

processing.



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

STATE OF WEST VIRGINIA,	,
COUNTY OF Monongalia	, TO-WIT:
I, Jonathan P. Bornak	_, after being first duly sworn, depose and state as follows:
1. I am an employee of	ri-State Roofing and Sheet Metal Company, and, (Company Name)
2. I do hereby attest that _	Tri-State Roofing and Sheet Metal Company (Company Name)
	for a drug-free workplace policy and that such plan and with <i>West Virginia Code</i> §21-1D.
The above statements are swo	rn to under the penalty of perjury.
	Printed Name: Jonathan P. Bornak  Signature:  Title: Vice President  Company Name: Tri-State Roofing and Sheet Metal Company  2/22/18  Date:
Faken, subscribed and sworn to	before me this 22nd day of February 2018
By Commission expires Janu	eary 30 2021
Seal)	(Notery 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, properly taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER 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 exceed 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: Tri-State Roofing and Sheet Meta	Company
Authorized Signature: State of West Virginia	
County of Monongalia to-wit:	
Taken, subscribed, and swo $m$ to before me this $\underline{22}$ nday of	February 20 18
My Commission expires January 30	2021.
AFFIX SEAL HERE OFFICIAL SEAL	OTARY PUBLIC Purchasing Officially (Polifice Of 07 07 07 07

NOTARY PUBLIC, STATE OF WEST VIRGINIA

Jessicah I., Fleming

Tri-State Hoofing & Sheet Metal Co,
PO Box 4255, Morgantown, WV 25504

My Commission Expires January 30, 2021