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# Allegheny Restoration Inc. Masonry and Concrete Restoration Specialists

1165 Garden Street Hempfield Industrial Park Greensburg, PA 15601

Phone: (724-832-8209) Fax: (724-832-8218)

**Fax Cover Sheet** 

Date: 7/2/18
Number of pages (including cover sheet):
From: Bill YARNEll
Fax #: 304-558-3970
Telephone #:
Company:
Attention: Michelle L. Childers
Comments: B. 4

DIVISION W PURCHASING

3018 707 \_ 5 BH 3: 28

**BECEINED** 

# EXHIBIT A - PRICING PAGE Masonry Restoration at the WV Schools for the Deaf and Blind

Date:July 2, 2018
Name of Vendor: Allegheny Restoration Inc.
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 vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, labor and transportation to complete all work in a workmanlike manner, as described in the Bidding documents.
Base Bid Amount:
The Base Bid shall consist of the work as noted in the Project Manual, Section 011000 Summary of Work. The project also includes other incidental construction as detailed by the bidding documents. The total of all items shall be summarized as the <b>Total Base Bid</b> in the space indicated below.
For the sum of: Fifty Nine Thousand Four Hundred Dollars.
( \$59,400.00

#### (written in words)

### Unit Price:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowances. These Unit Prices include all materials, shipping, installation, tax and contractor markup. Unit Prices may be stipulated in figures only. Provide means to provide and install. Replace means to remove existing, and to provide and install new item. Refer to section 012200 "Unit Prices".

Unit Price 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.

Unit Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
1	For Exterior Masonry Re- Pointing, if the actual amount differs from the stated allowance.  Your base bid includes 750 square feet.	per Sq. Ft.	12.00	10	120.00

# EXHIBIT A – PRICING PAGE Masonry Restoration at the WV Schools for the Deaf and Blind

Unit Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
2	For Foundation Wall Parging Repair, if the actual amount differs from the stated allowance.  *Your base bid includes 200 square feet.	per Sq. Ft.	10.00	10	100.00

Unit Price 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. In the event of a difference between the written bid amount and the number bid amount, the written amount shall govern.

The bid will be evaluated on the cost of the base bid plus the cost of Unit Item 1 and Unit Item 2, however, the contract will be awarded on base bid only.

TOTAL BID AMOUNT: \$59,620.00

(Total Base Bid (plus) Unit Price Extended Cost Amount)

**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.

William Yarnell Vice-President	
(Name, Title) William YAKWIN V-P	
(Printed Name and Title) 1165 Garden Street Greensburg, PA 15601	
(Address)	
724-832-8209 724-832-8218	
(Phone Number) / (Fax Number)	
bill@alleghenyrest.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.

Allegheny Restorat	ion Inc.		
(Company)	hand! V	-p	
(Authorized Signature)	epresentative Name	e, Title)	_
William Yarnefi Vic	e-President		
(Printed Name and Title of	f Authorized Repre	sentative)	
July 2, 2018		,	
(Date)			_
724-832-8209	724-832-82	218	•
(Phone Number) (Fax Nu	mber)		

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# 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.

necessary revisions to my proposar, pi	ans and/or specification, etc.
Addendum Numbers Received:	
(Check the box next to each addendum	received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
I further understand that any verbal reprediscussion held between Vendor's repre	receipt of addenda may be cause for rejection of this bid. resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only ided to the specifications by an official addendum is
Allegheny Restoration Inc.	
Company July Jenas	1-1
Authorized Signature	, , , , , , , , , , , , , , , , , , , ,
July 2, 2018	
Date	

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

WV-73 Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,
COUNTY OF Westmoreland TO-WIT:
I, <u>William Yarnell</u> , after being first duly sworn, depose and state as follows:
1. I am an employee of Allegheny Restoration Inc. ; and, (Company Name)
2. I do hereby attest that <u>Allegheny Restoration Inc.</u> (Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury,
Printed Name: William Yarnell,  Signature: Vice-President  Company Name: Allegheny Restoration Inc.
Date:July 2, 2018
Taken, subscribed and sworn to before me this <u>2nd</u> day of <u>July</u> <u>2018</u> .  By Commission expires 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
(Seal)  Commonwealth of Pennsylvahia - Notary Seal LISA DRASKOVICH - Notary Public Westmareland County My Commission Expires Mar 27, 2022 Commission Number 1324441  (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.

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# 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 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: Alleghe	ny Restoration Inc.	
Authorized Signature:	Felle Jans	Dete: July 2, 2018
State of Pennsylvania		
County of Westmoreland	, to-wit:	2
Taken, subscribed, and sworr	to before me this 2nd day of July	, 208
My Commission expires	2022	7
AFFIX SEAL HERE	Countionwealth of Pennsylvania - MGTARY PUBLIC LISA DRASKOVICH - Notary Public Westmoreland Country My Commission Expires Mar 27, 2022  Controlssion Number 1374441	Purchasing Affidavit (Revised 01/19/2018)

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# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Allegheny Restoration Inc Address: 1165 Garden Street Greensburg, PA
Authorized Agent: Address: Masonry Restoration at
Contract Number: Contract Description: Blue & Gold Cafe
Governmental agency awarding contract: School for the Deaf & Blind State of West Virginia
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
<ol> <li>Subcontractors or other entities performing work or service under the Contract</li> <li>Check here if none, otherwise list entity/individual names below.</li> </ol>
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  Check here if none, otherwise list entity/individual names below.  Victoria A Yarnell  William Yarnell
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  Check here if none, otherwise list entity/individual names below.
Signature: Date Signed: July 2, 2018
Notary Verification
State ofPennsylvania, County ofWestmoreland:
I, <u>Lisa Draskovich</u> , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this 2nd day of July 2018.
Notary Public's Signature  To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:  Governmental agency submitting Disclosure:  Notary Public's Signature  Commonwealth of Perinsylvania - Notary Seal  LISA DRASKOVICH - Notary Public  Westmoreland County  My Commission Expires Mar 27, 2022  - Commission Number 1324441  Revised October 7, 2017

## REQUEST FOR QUOTATION Blue and Gold Cafeteria Masonry Restoration

West Virginia Schools for the Deaf and the Blind

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

### 11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

> Contract Manager: William Yarnell Telephone Number: 412-558-8421 Cell Fax Number: 724-832-8209 Email Address: bill@alleghenyrest.com

## Subcontractor List Submission (Construction Contracts Only)

project.  Ubcontractor Name  License Number if Required by W. Va. Code § 21-11-1 et. seq.	Bidder's Name: Al	legheny	Restoration	Inc.
ubcontractor Name  License Number if Required by W. Va. Code § 21-11-1 et. seq.  ONE REQUIRED	Check this box	if no subco	ontractors will per	form more than \$25,000.00 of work to complete the
W. Va. Code § 21-11-1 et. seq.  ONE REQUIRED				
ONE REQUIRED				W. Va. Code § 21-11-1 et. seq.
	ONE REQUIRED			
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Attach additional pages if necessary

<b>6.</b> — -	is the	)9	18	Agency WVSDB REQ.P.O#CREO_!:0403
		BID BON	D	DBS1800000011
	KNOW ALL MEN BY THESE or Greensburg	PRESENTS, That we, the unders	lgned, Allegheny I	
of Maryl	and or Owings Mills	Pennsylvar		d Fidelity and Deposit Compan
	The second secon	Maryland a corpo	ration organized and exist	ling under the laws of the State of
**	of West Virginia, as Obligee, in the per well and truly to be made, we jointly an	pal sum of 5% of hid	LS, MD as Surety, are	held and firmly bound unto the State
	74	and any pure onistives, our ne	irs, administrators, execut	tors, successors and assigns.
	The Condition of the above	obligation is such that whereas t	he Principal has submitte	ed to the Purchasing Section of the
	Deputment of Administration a certain WVSDB Maspary Restorati	bid or proposal, attached hereto a Lon at Blue and Gold	nd made a part hereof, to Cafe	enter into a contract in writing for
	NOW THEREFORE,	-		2
	(a) If said bid shall be reje	natori u		
	(b) If eaid tild shall be a attached hereto and shall fumish any of the agreement created by the acceptant full force and effect. It is expressly und event, exceed the penal amount of this of the country of the count	e of said bid, then this obligation	in by mile old of proposell, at	ccordance with the bid or proposal nd shall in all other respects perform erwise this obligation shall remain in and all chaims hereunder shall, in no
:: ::	The Surety, for the value received way impaired or affected by any extension.	red, hereby stipulates and agrees sion of the time within which the	that the obligations of sal Obligee may accept such	d Surety and its bond shall be in no n bid, and seid Surety does hereby
	WITNESS, the following slopets	IFOC and souls to the same	*	
	Surety, or by Principal individually if Principal	ines and seals of Principal and Su	rety, executed and sealed	by a proper officer of Principal and
	Surety, or by Principal individually if Principal	Aban is an individual, this 31d da	ay of July	20_18
	Principal Seal		Allegheny R	estoration, Inc.
				Name of Principal)
			By	6 Chirt
			(Must be P	resident, Vice President, or .
		8		Authorized Agent)
			- V/Ck-	(Title)
	9.			(149)
5	Surety Seal		Fidelity and	Deposit Company of Maryland
				lame of Swety)
	n 8		1 11	·//·
	9 8		Vittell	# Vasat
		Robert (	c. McCarthy, Jr.	Attorney-In-Fact
Į!	MPORTANT – Surety executing bonds nucl attach a power of attorney with its	MALES AND THE COLUMN AND THE STREET	ils to transact succession	Signature insult of the line and
۰r	rust attach a power of attorney with its	seal affixed.	welledge aning ils	DUE '1265 Sh vine dans all

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#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of \_\_\_\_\_, 2018\_.







David McVicker, Vice President

Did. 11/26

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

Received: 7248328218

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Robert C. MCCARTHY, JR. and Felicia M. LOFTIS, both of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, scal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills. Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Assistant Secretary Dawn E. Brown

Damo & Yearn

Vice President Michael Bond

State of Maryland

County of Baltimore

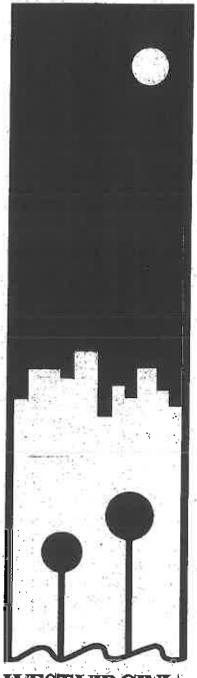
On this 11th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019





# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV028150

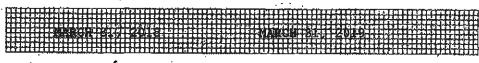
Classification:

SPECIALTY

ALLEGHENY RESTORATION INC DBA ALLEGHENY BUILDING RESTORATION & PR 1165 GARDEN STREET GREENSBURG, PA 15601

**Date Issued** 

**Expiration Date** 



Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensec. Issued under provisions of West Virginia Code, Chapter 21, Article 11.