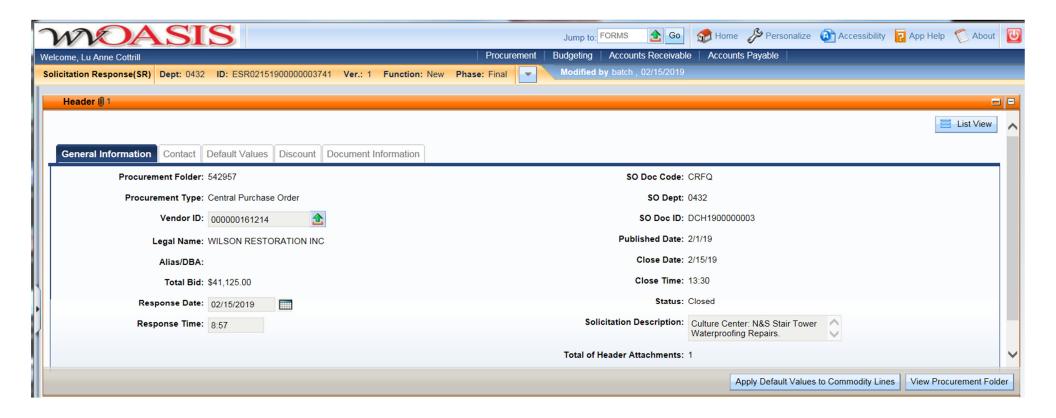


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 542957

Solicitation Description : Culture Center: N&S Stair Tower Waterproofing Repairs.

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-02-15	SR 0432 ESR02151900000003741	1
	13:30:00		

VENDOR

000000161214

WILSON RESTORATION INC

Solicitation Number: CRFQ 0432 DCH1900000003

Total Bid: \$41,125.00 **Response Date:** 2019-02-15 **Response Time:** 08:57:06

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale (304) 558-8801 stephanie.l.gale@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Culture Center: N&S Stair Tower Waterproofing Repairs.				\$41,125.00

Comm Code	Manufacturer	Specification	Model #	
72101500				
Extended Descrip	tion: Culture Center: No	S Stair Tower Waterproofing Re	pairs.	

REQUEST FOR QUOTATION THE CULTURE CENTER PLAZA DECK STEPS, RAMPS, & STAIR TOWERS WATERPROOFING REPAIRS

EXHIBIT A - Pricing Page

Water Proofing repairs to the North & South Plaza Deck Stairs; per Specifications:

VENDOR BASE BID:	\$ 41,125.00	
Vendor Name: Wilson	Restoration, Inc.	
Authorized Signature:		
Title: Vice President	t	
Date: 2/15/2019		

REQUEST FOR QUOTATION THE CULTURE CENTER PLAZA DECK STEPS, RAMPS, & STAIR TOWERS WATERPROOFING REPAIRS

- 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.
- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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.

Email Address:	mikelowe@wilsonrestoration.net	
Fax Number:	412-793-1301	
Telephone Number:	412-600-8801	
Contract Manager:	Michael J. Lowe	

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	Wilson Restoration, Inc.	
Contractor's License	No.: WV- 027003	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Michael J. Lowe Vice President	
(Printed Name and Title) P.O. Box 14250	
(Address) 412-793-4400 412-793-1301	
(Phone Number) / (Fax Number) wilres@comcast.net	

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.

Wilson Restoration, Inc.	
(Company)	W
Muld I Love	
(Authorized Signature) (Representative Name, Title)	
Michael J. Lowe Vice President	
(Printed Name and Title of Authorized Representative)	
2/15/2019	
(Date)	
412-793-4400 412-793-1301	
(Phone Number) (Fax Number)	

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 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 into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the

"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, the 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: Wilson Restoration, Inc.		
Authorized Signature: Muchel Jane	,	Date: 2/15/2019
State of Pennsylvania		
County of Westmoreland , to-wit:		
Taken, subscribed, and sworn to before me this 15thday of	fFebruary	, 20 19
My Commission expires February 25	. 2020	
AFFIX SEAL HERE	OTARY PUBLIC	Sur Holmes Pack

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

JILL HOLMES PACK, NOTARY PUBLIC N HUNTINGDON TOWNSHIP, WESTMORELAND COUNTY MY COMMISSION EXPIRES FEB. 25, 2020 Purchasing Affidavit (Revised 01/19/2018)

UNITED STATES SURETY COMPANY

BID BOND

Bond Number BIDBOND

KNOW ALL MEN BY THESE PRESENTS:

That we Wilson Restoration, Inc., 4520 New Texas Road, P.O. Box 14250, Pittsburgh, PA 15239.

(Name and address of Contractor)

as Principal (hereinafter the "Principal"), and **United States Surety Company**, a Maryland corporation having its principal office located at 20 W. Aylesbury Road, P. O. Box 5605, Timonium, MD 21094-5605 (hereinafter the "Surety"), are held and firmly bound unto

The West Virginia Department of Arts, Culture and History

The West Virginia Department of Arts, Culture and Histor
2019 Washington Street East

Charleston, WV 25305

(Name, address and legal title of Owner)

(hereinafter the "Obligee") in the sum of **Five Percent of the Amount of the Principal's Bid ---** Dollars (5%), for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for The Culture Center Plaza Deck, Steps, Ramps, and Stair Towers Waterproofing Repairs - Solicitation No. CRFQ 0432 DCH1900000003.

(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, or in the event of the failure of the Principal to enter into 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 reasonably 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. The liability of the Surety hereunder shall in no event exceed the lesser of: (a) the penalty hereof; or (b) the difference between the amount specified in the Principal's bid and any larger amount for which the Obligee reasonably contracts with another party to perform the work specified in the Principal's bid.

Signed and sealed this 15th day of February, 2019.

ATTEST:

Wilson Restoration, Inc.

(Principal)

SEAL)

(Title

WITNESS:

UNITED STATES SURETY COMPANY

By: /LSSelles (SEAL)

Russell W. Gibson, Attorney-in-Fact



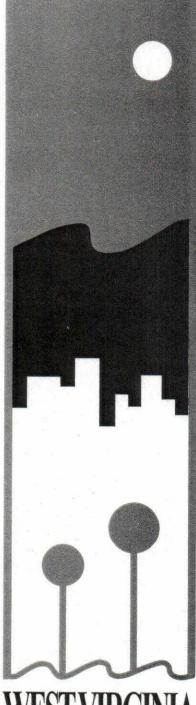
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Russell W. Gibson, Christine L. Eisenreich

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, ******Unlimited***** providing the bond penalty does not exceed ***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California County of Los Angeles Daniel P. Aguilar, Vice President A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SONIA O. CARREJO Los Angeles County Commission # 2239479 My Comm. Expires Apr 23, 2022 Signature I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this February 15th day of 2019 Corporate Seals BIDBOND Bond No. Agency No. 12208 Kio Lo, Assi Secretary



WEST VIRGINIA CONTRACTOR LICENSING BOARD

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV027003

Classification:

MASONRY

WILSON RESTORATION INC DBA WILSON RESTORATION INC PO BOX 14250 PITTSBURGH, PA 15239-2650

Date Issued

Expiration Date

MAY 22, 2018

MAY 22, 2019

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 licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to e terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ondorsement(s).	CONTACT		
The same state of the same sta		CONTACT Alex Guckes	.*	
Rodgers Insurance Group		PHONE (A/C, No, Ext): (412) 922-1651	FAX (A/C, No); (412) 9	00 5445
Foster Plaza V		E-MAIL ADDRESS: aguckes@rodgersgrp.com	(A/C, No): (412) 9	22-5117
651 Holiday Drive	3	ADDRESS: aguckes@rodgersgrp.com		
DALL I	15000	INSURER(S) AFFORDING COVERAGE	14	NAIC#
	15220	INSURER A:DON - Atlantic States Ins	Surance Co	22586
INSURED		INSURER B:DON - Donegal Mutual Ins		
Wilson Restoration Inc.			Co	13692
P.O. Box 14250		INSURER C:Donegal Insurance Group		
201 11200		INSURER D:		
D211 1		INSURER E:		
Pittsburgh PA	15239	INSURER F:		
COVERAGES	CERTIFICATE NUMBER:CL1862128	3163 DEVISION NU	MADED.	1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	T	PE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT		
	X COMMER	CIAL GENERAL LIABILITY		T	TODO THOMBER	(WIWI/DD/TTTT)	(MM/DD/YYYY)		5	
A	CLA	MS-MADE X OCCUR						DAMAGE TO RENTED	\$	1,000,000
	CLAWIS-WADE X OCCUR				An aver alternation		PREMISES (Ea occurrence)	\$	100,000	
			-		CPA8087008	7/1/2018	7/1/2019	MED EXP (Any one person)	\$	5,000
			_					PERSONAL & ADV INJURY	\$	1,000,000
		GATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X POLICY	PRO- JECT LOC			=			PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:								\$	
	AUTOMOBILE	LIABILITY					in and the second second	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ŀ	X ANY AUT				V			BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS			CAA8087008	7/1/2018	7/1/2019	BODILY INJURY (Per accident)	\$		
								PROPERTY DAMAGE (Per accident)	\$	
-	X UMBRELI		4					Underinsured motorist	\$	300,000
	X UMBRELI EXCESS	Jan Occur						EACH OCCURRENCE	\$	5,000,000
В		CLAIMS-MAL	E					AGGREGATE	\$	5,000,000
	DED X	THE TENTION & TO,00	0		CXL8087008	7/1/2018	7/1/2019		S	
	WORKERS CON AND EMPLOYE	RS' LIABILITY	N		3			PER OTH-		
	OFFICER/MEME	OR/PARTNER/EXECUTIVE ER EXCLUDED?	N/A			7/1/2018	7/1/2019	E.L. EACH ACCIDENT	\$	500,000
C	(Mandatory in M	H)	-		WCS8087008			E.L. DISEASE - EA EMPLOYEE	\$	500,000
_	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000	
A		d Rented Equipment ion Floater		*	CPA8087008 CPA8087008	7/1/2018	7/1/2019	Euipment Limit InstallaionLimit		\$260,000 \$50,000
DES	CRIPTION OF OP	ERATIONS / LOCATIONS / VEH	CLES (ACORE) 101, Additional Remarks Schedule, may	y be attached if mo	re space is requi	red)		
oai	This sald	ence of coverage								

CERT	FICAT	EHO	LDER
------	-------	-----	------

Sample Certificate
Used for Information Purpose
Only Call to have Specific
Certificate Issued

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Plusquellic/AGUCKE

S112___