

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Dept. of Health and Human Resources

PO Box 50130
Charleston, WV 25305-0130

RECEIVED

2019 OCT -9 AM 9:55

1.02 FOR:

- A. Project: Eastridge Health Systems Brick Masonry Repairs
WV Dept. of Health and Human Resources
235 South Water Street
Martinsburg, WV 25401

WV PURCHASING
DIVISION

1.03 DATE: 10/07/2019 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Pullman Power LLC
1. Address 180 Bilmar Drive Suite 5
2. City, State, Zip Pittsburgh, PA 15237

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: two hundred sixteen thousand three hundred and thirty-two dollars
(\$ 216,332.00), in lawful money of the United States of America.
- C. Alternate No. 1 (East Elevation Third Floor Sill Repairs): (Circle One) ADD/DEDUCT
twelve thousand five hundred and six dollars
(\$ 12,506.00), in lawful money of the United States of America.
- D. Alternate No. 2 (East Elevation Second Floor Sill Repairs): (Circle One) ADD/DEDUCT
thirteen thousand one hundred and thirty-six dollars
(\$ 13,136.00), in lawful money of the United States of America.
- E. Alternate No. 3 (North Elevation Soffit & Sill Repairs): (Circle One) ADD/DEDUCT
nineteen thousand one hundred and one dollars
(\$ 19,101.00), in lawful money of the United States of America.
- F. Alternate No. 4 (Courtyard Elevation Soffit & CHW Repairs): (Circle One) ADD/DEDUCT
forty-two thousand three hundred and fifty-eight dollars
(\$ 42,358.00), in lawful money of the United States of America.
- G. Alternate No. 5 (South Elevation Second & Third Floor Sill Repairs): (Circle One) ADD/DEDUCT
seven thousand eight hundred and fifty-eight dollars
(\$ 7,858.00), in lawful money of the United States of America.
- H. We have included the required security deposit as required by the Instruction to Bidders.
- I. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- J. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

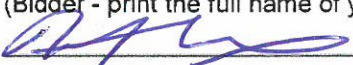
1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 10/01/2019
 - 2. Addendum # _____ Dated _____
 - 3. Addendum # _____ Dated _____
 - 4. Addendum # _____ Dated _____

1.08 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. AIA Document A305 - Contractor's Qualification Statement
 - 2. AIA Document G705 - List of Proposed Subcontractors
 - 3. AIA Document A310 - Bid Bond
 - 4. State of WV Job Acts Affidavit
 - 5. State of WV Disclosure of Interested Parties to Contract
 - 6. State of WV Purchasing Affidavit
 - 7. State of WV Drug-Free Workplace Conformance Affidavit
 - 8. State of WV Employment History Disclosure Statement
 - 9. State of WV Job Acts Affidavit
 - 10. Low Bidder's Financial Responsibility Affidavit
 - 11. No Debt Affidavit
 - 12. WV Contractor's License

1.09 BID FORM SIGNATURE(S)

- A. Pullman Power LLC
- B. (Bidder - print the full name of your firm)
- C.  Mark A. Bott, Division Manager
- D. (Authorized signing officer, Title)

- 1.10 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 627923

Doc Description: Eastridge Health Systems Brick Masonry Repairs

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-25	2019-10-09 13:30:00	CRFQ 0506 BHS2000000002	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Pullman Power LLC
180 Bilmar Drive, Suite 5
Pittsburgh, PA 15205
412-505-0955

FOR INFORMATION CONTACT THE BUYER

April E Battle
(304) 558-0067
april.e.battle@wv.gov

Signature 

FEIN # 22-3270937

DATE 10/07/2019

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

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: Pullman Power LLC

Contractor's License No.: WV- WV032832

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.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Pullman Power LLC

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Arsenal Scaffold Inc.	WV056729

Attach additional pages if necessary

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

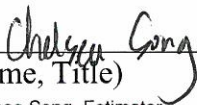
2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

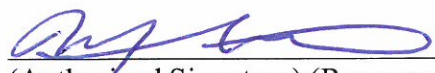
5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.


Chelsea Song, Estimator
(Name, Title)
Chelsea Song, Estimator
(Printed Name and Title)
180 Bilmar Drive Suite 5 Pittsburgh, PA 15205
(Address)
412-505-0955 / 412-505-0958
(Phone Number) / (Fax Number)
csong@pullman-services.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.

Pullman Power LLC
(Company)


(Authorized Signature) (Representative Name, Title)

Mark A. Bott, Division Manager
(Printed Name and Title of Authorized Representative)

10/07/2019
(Date)

412-505-0955 / 412-505-0958
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 BHS2000000002

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:

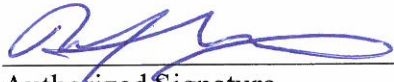
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Pullman Power LLC

Company



Mark A. Bott, Division Manager

Authorized Signature

10/07/2019

Date

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

REQUEST FOR QUOTATION
CRFQ 0506 BHS2000000001
Eastridge Health Systems Brick Masonry Repairs

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

15. MISCELLANEOUS:

- 15.1. **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: Zack Blume

Telephone Number: 412-505-0955

Fax Number: 412-505-0958

Email Address: zblume@pullman-services.com

- 15.2. **Owner's Representative:** Owner's representative for notice purposes is

Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: West Virginia Department of Health and Human Resources

ADDRESS: 2019 Washington Street East
Charleston, WV 25305-0130

SUBMITTED BY: Pullman Power, LLC

NAME: Chelsea Song

ADDRESS: 180 Bilmar Drive, Suite 5
Pittsburgh, PA 15205

PRINCIPAL OFFICE: 10150 Old Columbia Road
Columbia, MD 21046

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☒ Other Limited Liability Company

NAME OF PROJECT: *(if applicable)* Eastridge Health Systems Brick Masonry Repairs

TYPE OF WORK: *(file separate form for each Classification of Work)*

☐ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☒ Other: *(Specify)* See attached list of services

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? Nineteen

§ 1.2 How many years has your organization been in business under its present business name? Nineteen

§ 1.2.1 Under what other or former names has your organization operated?

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1** Date of incorporation:
- § 1.3.2** State of incorporation:
- § 1.3.3** President's name:
- § 1.3.4** Vice-president's name(s)

N/A

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1** Date of organization:
- § 1.4.2** Type of partnership (if applicable):
- § 1.4.3** Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1** Date of organization:
- § 1.5.2** Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Maryland Limited Liability Company
Robert Charles, President
Robert Duncan, Vice President
Christina Prior, Secretary
Richard Hill, Treasurer

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

See attached list of State Licenses

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

See attached list of services

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached list for current construction projects

§ 3.4.1 State total worth of work in progress and under contract:

See attached

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached list for project references

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$454 Million; Structural Group, Inc. and subsidiaries

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached experience list for key individuals

§ 4. REFERENCES

§ 4.1 Trade References:

See attached list of trade references

§ 4.2 Bank References:

See attached for bank reference

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland (Zurich)

§ 4.3.2 Name and address of agent:

Arthur J. Gallagher Risk Management Services, Inc.; 11311 McCormick Road, Suite 450, Hunt Valley, MD 21031-8622

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

RSM US, LLP; 100 International Drive, Suite 1400 Baltimore, MD 21202 September 30, 2018

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

No

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

Sgi Holdings, LLC is the parent company of Pullman Power, LLC

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Not applicable

§ 6. SIGNATURE

§ 6.1 Dated at this ^{7th} day of October 2019

Name of Organization: Pullman Power LLC


By:  Mark A. Bott

Title: Division Manager

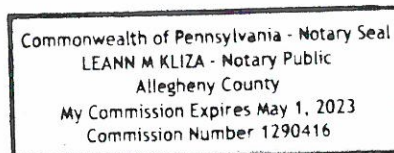
§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 7th day of October, 2019

Notary Public: 

My Commission Expires:
May 1, 2023



Additions and Deletions Report for AIA® Document A305™ – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:41:07 ET on 08/29/2019.

PAGE 1

SUBMITTED TO: West Virginia Department of Health and Human Resources

ADDRESS: 2019 Washington Street East
Charleston, WV 25305-0130

SUBMITTED BY: Pullman Power, LLC

NAME: Chelsea Song

ADDRESS: 180 Bilmar Drive, Suite 5
Pittsburgh, PA 15205

PRINCIPAL OFFICE: 10150 Old Columbia Road
Columbia, MD 21046

...

☒ Other Limited Liability Company

NAME OF PROJECT: *(if applicable)* Eastridge Health Systems Brick Masonry Repairs

...

☒ Other: *(Specify)* See attached list of services

§ 1 ORGANIZATION

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? Nineteen

§ 1.2 How many years has your organization been in business under its present business name? Nineteen

...

N/A

PAGE 2

N/A

...

Maryland Limited Liability Company
Robert Charles, President

Robert Duncan, Vice President
Christina Prior, Secretary
Richard Hill, Treasurer

§ 2 LICENSING
§ 2. LICENSING

See attached list of State Licenses

...

§ 3 EXPERIENCE
§ 3. EXPERIENCE

See attached list of services

...

No

...

No

PAGE 3

No

...

No

...

See attached list for current construction projects

...

See attached

...

See attached list for project references

...

\$454 Million; Structural Group, Inc. and subsidiaries

...

See attached experience list for key individuals

§ 4 REFERENCES
§ 4. REFERENCES

See attached list of trade references

...

See attached for bank reference

...

Fidelity and Deposit Company of Maryland (Zurich)

...

Arthur J. Gallagher Risk Management Services, Inc.; 11311 McCormick Road, Suite 450, Hunt Valley, MD
21031-8622

§ 5 FINANCING

§ 5. FINANCING

PAGE 4

RSM US, LLP; 100 International Drive, Suite 1400 Baltimore, MD 21202 September 30, 2018

...

No

...

SGI Holdings, LLC is the parent company of Pullman Power, LLC

...

Not applicable

§ 6 SIGNATURE

§ 6. SIGNATURE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:41:07 ET on 08/29/2019 under Order No. 5866220437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Mark A. Bott

Division Manager
(Title)

10/07/2019
(Dated)

About PULLMAN



www.pullman-services.com

- Concrete Repair
- Building Envelope Restoration
- Strengthening
- Moisture Control & Waterproofing
- Force Protection
- Historic Restoration
- Pipe Rehabilitation
- Post-Tensioning Repair
- Corrosion Control & Protection

PULLMAN, a Structural Group company, integrates technology-driven engineered solutions into its industry-leading contracting services. Our capabilities include specialty design-build services for new and existing structures, as well as a wide range of specialty repair and maintenance services. PULLMAN is proud of a company culture that promotes 24/7 safety and quality craftsmanship.

With the construction of its first 100-foot-high chimney at a coal-fired power plant in 1902, PULLMAN established itself as a specialty contractor that knew how to tackle the tough jobs. More than a century later, we have developed a diverse offering of specialty contracting services for the industrial, power, commercial, and public markets.

Comprehensive Repair and Restoration Capabilities

Since joining Structural Group in 2000, PULLMAN's repair and restoration capabilities and resources have grown substantially, and our market focus has expanded into the commercial and public sectors. In combination with other Structural Group companies, PULLMAN holds the position as the largest specialty concrete repair contractor in the United States, and is 42nd in Engineering News-Record (ENR) magazine's list of the Top 600 Specialty Contractors.

With offices located throughout the country, PULLMAN can meet your specialty contracting needs anywhere in the U.S. Through our own skilled craftsmen, and as a signatory to local, national, and international labor agreements, PULLMAN can bring the required skilled workforce to handle projects of any size.

Turnkey Solutions. Seamless Integration.

PULLMAN seamlessly integrates with project teams to preplan all aspects of a project. From early design and constructability analysis through project sequencing and safety planning, PULLMAN is ready with the workforce you need. We can handle everything from maintenance work and fast-track turnarounds in industrial and power markets to challenging phased renovations in commercial and public markets. We have the track record and experience to safely complete projects under the tightest schedules and in the toughest working conditions.



Turnkey Infrastructure Maintenance and Repair Services

FOR COMMERCIAL/PUBLIC INFRASTRUCTURE

Specialized Expertise for Commercial Properties

PULLMAN helps owners and managers of commercial properties with their repair, strengthening, and protection needs. Working with PULLMAN, owners can rest easy knowing that the structural integrity of the building is properly addressed - ensuring safety, aesthetics, and functionality. Whether the need for repair work arises from deterioration, change-in-use, expansion or just ongoing maintenance, PULLMAN completes projects safely and efficiently.

Our specialty maintenance & repair services include:

- Concrete Repair
- Building Envelope & Masonry Restoration
- Corrosion Control & Protection
- Moisture Control & Waterproofing
- Strengthening
- Historic Preservation

PULLMAN has expertise in performing maintenance & repair services for a variety of building types, including:

- Office Buildings (Commercial & Public)
- Parking Structures
- Multi-Family Residential Buildings
- Retail & Mixed-Use
- Warehouses
- Historic Structures
- Utility / Boiler Rooms
- Plaza Decks
- Balconies
- Transportation Hubs
- Government/Administration Buildings
- Entertainment/Recreation Facilities

We have the ability to adjust our workforce for phased projects and fast track work that has to be completed within tight deadlines. Our project managers and field personnel carefully pre-plan each project in partnership with client teams - addressing the details of scheduling, hours of operation, safety, traffic control, noise, and dust control.

Why Choose PULLMAN?

QUALITY	We work seamlessly with owners and industry partners to collaborate and create the highest value solutions.
SAFETY	We are an experienced national contractor who understands specific environment challenges and safety standards.
SPECIALIZED	We are recognized as a leader in civil and structural repair. Structural Group companies do more concrete restoration than anyone else in the country.
SPEED	Experienced teams in IDB (Investigate-Design-Build) project delivery optimize the speed of the entire process.
SUPPORT	PULLMAN is supported by STRUCTURAL TECHNOLOGIES' full line of repair products and application engineers to help our engineering partners solve unique challenges.
SAVINGS	Our team IDB (Investigate-Design-Build) approach creates the most cost-effective solutions, integrating constructability and needed service-life.



PULLMAN

A Structural Group Company

Turnkey Infrastructure Maintenance and Repair Services

APPROACH & SOLUTIONS

Maintenance

REACTIVE

PULLMAN provides a single source for rapid response to identified simple maintenance issues.

PROACTIVE

Utilizing our proven Building Maintenance Survey Program, PULLMAN can help identify maintenance needs, and prioritize, budget, and develop a proactive cost-effective approach to needed maintenance—avoiding an emergency fix later.

Repair

IDB (INVESTIGATE-DESIGN-BUILD)

A Turnkey Approach for Major Repairs

Working with PULLMAN, facilities managers, planners, and building engineers are able to streamline their concrete and masonry infrastructure repair plans. By combining resources with our industry design partners, a team IDB (Investigate-Design-Build) approach reduces cost and speeds the schedule. By fully engaging the skills of the entire team throughout the process, owners get better solutions and greater value.

Benefits of IDB:

Less Surprises

Team approach to investigation minimizes unforeseen conditions and insures a thorough understanding of the needed scope

Cost Savings

Involving PULLMAN early on creates alternative solutions, value engineering options and more accurate cost estimates

Phased Efficient Design

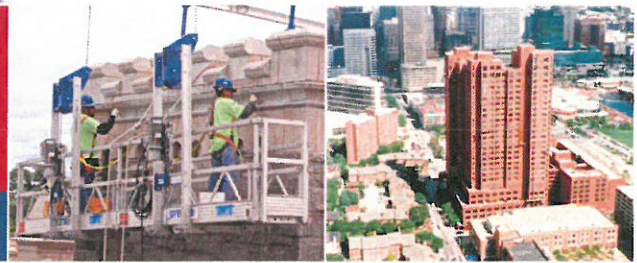
Early start to construction;
Design when you need it reduces schedule;
Less defensive drawing increases design efficiency

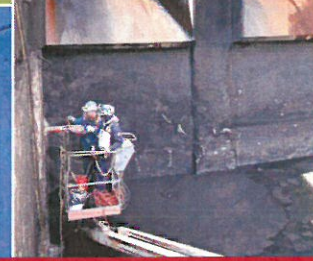
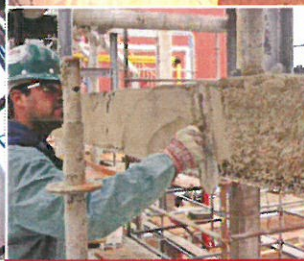
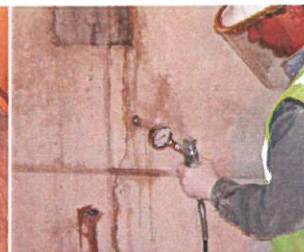
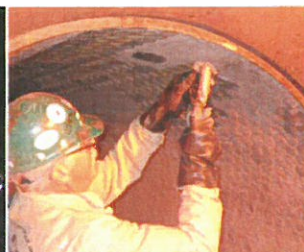
Long Term Solutions

Single source responsibility from design through warranty (no finger pointing)

Our methodology combines more thorough investigation, 100 years of repair experience, proven repair products from STRUCTURAL TECHNOLOGIES, and the design expertise of our industry partners.

About STRUCTURAL Group – With companies dating back to 1902, STRUCTURAL Group is firmly committed to its ongoing mission of making new and existing structures stronger and last longer. Through its companies, STRUCTURAL Group delivers turnkey solutions that integrate technology, engineering, and construction. STRUCTURAL Group provides specialty contracting services through PULLMAN and state-of-the-art proprietary products and engineering support services through STRUCTURAL TECHNOLOGIES.





PULLMAN

A Structural Group Company

Specialty Contracting Services for Power and Industrial Facilities

www.pullman-services.com

Specialty Repair & Maintenance

- Concrete Repair
- Equipment Foundations
- Corrosion Control & Protection
- Refractory Linings
- Fireproofing
- Pipe Rehabilitation
- Strengthening
- Force Protection
- Moisture Control / Waterproofing
- Post-Tensioning Repair
- Chimney Inspection, Maintenance & Repair

Design-Build New Construction Services

- Stacks, Chimneys & Silos
- Tanks & Vessels
- Butler® Heavy Structures

Quality Specialty Contracting Services Since 1902

As a longstanding company recognized for construction industry leadership, PULLMAN (A Structural Group Company), has built a reputation of excellence, client satisfaction, and efficient project delivery. Since 1902, PULLMAN has been called upon to help solve some of the most challenging issues with both existing and new infrastructure by integrating technology-driven, engineered solutions into our wide range of specialty contracting and maintenance services.

PULLMAN works closely with clients to carefully coordinate and plan each project to minimize disruption to ongoing operations of your business. Our commitment to safety 24/7 helps us deliver quality craftsmanship while ensuring that every project is completed promptly, safely, and on budget.

With offices located throughout the country, and the support of Structural Group, PULLMAN provides access to world-class solutions, delivered and customized locally for your needs. Through our own skilled craftsmen, and as a signatory to local, national, and international labor agreements, PULLMAN can bring the required skilled workforce to handle projects of any size.

888-875-2299



About Structural Group – With companies dating back to 1902, Structural Group is firmly committed to its ongoing mission of making new and existing structures stronger and last longer. Through its companies, Structural Group delivers turnkey solutions that integrate technology, engineering, and construction. Structural Group provides specialty contracting services through PULLMAN and state-of-the-art proprietary products and engineering support services through STRUCTURAL TECHNOLOGIES.

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PULLMAN Safety 24/7



Safety 24/7 is an integral part of a PULLMAN employee's personal commitment to his or her own safety, as well as to the safety of friends, family, and co-workers. This commitment creates a culture of safety on our jobsites, in our manufacturing facilities, offices, and in our private lives.

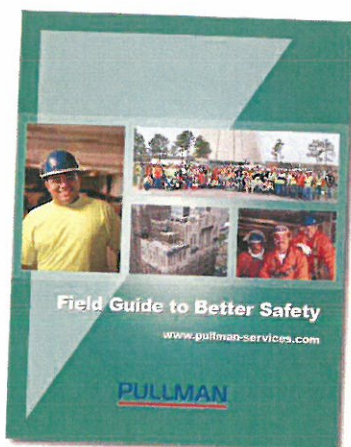
PULLMAN's Dedication to Safety

The safety of tenants, work crews and property before, during, and after construction is the top priority of PULLMAN. Our commitment to safety goes beyond our employees—it extends to our subcontractors, customers, tenants, the general public and the structure itself. For each project, we implement a site-specific safety plan, training plan, and communications program. The project team will display signage and may erect barriers to inform the public about schedules, walkways, and construction zones. Work crews assemble daily to evaluate the work schedule and repair areas to identify potential hazards and implement proper safety measures.

Frontline Safety Strategies

- High level management and technician/craft involvement
- A project specific safety committee
- Continuous task hazard analysis
- Safety observation processes
- Regularly scheduled jobsite safety audits
- Continuous improvement planning and execution

Field Guide to Better Safety



PULLMAN has developed the *Field Guide to Better Safety* to increase understanding and awareness of safety. Designed for employee training and a reference tool for safety meetings and an outline of our best practices, this book is intended to compliment OSHA and other local, state, and federal regulations concerning construction or general industry.

PULLMAN QA / QC



Approach to Quality Assurance / Quality Control

PULLMAN, a Structural Group Company has a long history as a leader in specialty construction services. Through our subject matter expertise and technologies, our company has helped to establish many of the technical and safety standards that are used throughout the industry. PULLMAN has a track record of technical achievement, solution building, and high customer satisfaction. With years of experience and working on a wide array of projects, we understand that quality can be affected without proper planning and risk identification.

PULLMAN's established formal **Quality Assurance Program** (QAP) is a result of many lessons learned. The **QAP** uses risk assessment techniques to identify projects that pose quality risks and apply defined quality assurance and quality control procedures to mitigate those risks. The program reflects the efforts of many, across all of the companies of Structural Group, to gather and leverage best practices into requirements and tools that help our team know and deliver quality for each project.

Continual improvement is a core principle in achieving quality, and the **QAP** is an ever-evolving program. Operations personnel representing each business line, and ranging from project engineers to corporate leadership, reviewed and refined these documents into the program that exists today. The Project QA Plan is updated as needed to reflect the most current information.

A Site Quality Team will be initiated at the start of this project and will meet on a consistent basis to discuss quality related topics and issues. This team will include representatives of project management, field management, safety and quality management, field craft, subcontractor representatives, and product manufacturers. The Site Quality Team will use the **Project QA Plan Procedure** as a guide for the creation of the Quality Assurance Project Specific Plan. These plans shall include **Quality Control** Tools, such as project-specific checklists, best practice procedures, and work instructions. As the work progresses, if conditions change that effect sequencing, revisions may be made to the plan.

Pullman SST, Inc. State Licensing

State	Licensing & Registration: Name/Description	Type	License/Registration #	Work Classifications	Status	Expiration Date
AK	AK - State Contractor License	State Contractor License	CONE39391	General Contractor Without Residential Contractor Endorsement	Completed - Received	12/31/2020
AK	AK - State Bus License/Registration	State Bus License/Registration	1037080		Completed - Received	12/31/2019
AL	AL - State Contractor License	State Contractor License	N/A	N/A	Not Needed/Not Requested	
AR	AR - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
AZ	AZ - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
				A-General Engineering B-General Building C-29 Masonry (Need to replace RME) C-39 Roofing (Need to replace RME)		
CA	CA - State Contractor License	State Contractor License	866480		Completed - Received	10/31/2019
CA	CA - DIR - Public Works Contractor Registration	State Bus License/Registration	1000003194		Completed - Received	6/30/2020
CO	CO - State Contractor License	State Contractor License	N/A		No Requirement	
CT	CT - State Contractor License	State Contractor License	MCO.0903526	Major Contractor	Completed - Received	6/30/2020
DE	DE Contractors License - NOT REQUIRED	State Contractor License	N/A	N/A	No Requirement	
DE	DE - State Bus License/Registration	State Bus License/Registration	1994101819	Non-Resident Contractor	Completed - Received	12/31/2020
DC	DC - Basic Business License	State Bus License/Registration	410516000054	Gen Service and Repair - Gen Contr/Gen Construction Mngr	Completed - Received	9/30/2019
FL	FL - State Contractor License	State Contractor License	CGC1521546	General Contractor	Completed - Received	8/31/2020
GA	GA - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
HI	HI - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
IA	IA - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
ID	ID - Registration Bureau of Occupational Licenses	State Bus License/Registration	RCE-31534	Registered Entity Contractor	Completed - Received	3/22/2020
IL	IL - State Contractor License	State Contractor License	N/A		No Requirement	
IN	IN - State Contractor License	State Contractor License	N/A		No Requirement	
KS	KS - State Contractor License	State Contractor License	N/A		No Requirement	
KY	KY - State Contractor License	State Contractor License	N/A		No Requirement	
LA	LA - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
MA	MA - State Contractor License	State Contractor License	N/A		No Requirement	
ME	ME - State Contractor License	State Contractor License	N/A		No Requirement	
MI	MI - State Contractor License	State Contractor License	N/A		No Requirement	
MD	MD - State Bus License/Registration	State Bus License/Registration	13446040	General Registration	Completed - Received	4/30/2020
MD	MD - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
MN	MN - State Contractor License	State Contractor License	N/A		No Requirement	
MO	MO - State Contractor License	State Contractor License	N/A		No Requirement	
MT	MT - State Contractor License	State Contractor License	161747	General Registration	Completed - Received	2/5/2021
NC	NC - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
ND	ND - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
NE	NE - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
NH	NH - State Contractor License	State Contractor License	N/A		No Requirement	
NJ	NJ - Home Improvement Contractor	State Contractor License	13VH01121200	Home Improvement Contractor	Completed - Received	3/31/2020
NJ	NJ - Home Improvement Contractor	State Contractor License	13VH01121200	Home Improvement Contractor	Completed - Received	3/31/2020
NM	NM - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
NV	NV - State Contractor License	State Contractor License	79170		Not Needed/Not Requested	
NY	NY - State Contractor License	State Contractor License	N/A		No Requirement	
OH	OH - State Contractor License	State Contractor License	N/A		No Requirement	
OK	OK - State Contractor License	State Contractor License	N/A		No Requirement	
OR	OR - Construction Contractors Board	State Contractor License	193308	Commercial General Contractor - Level 1	Completed - Received	3/16/2021
PA	PA - State Contractor License	State Contractor License	N/A		No Requirement	
RI	RI - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
SC	SC - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
SD	SD - State Contractor License	State Contractor License	N/A		No Requirement	
TN	TN - State Contractor License	State Contractor License	62977	S-Refractory	Completed - Received	11/30/2019

TX	TX - State Contractor License	State Contractor License	N/A		No Requirement	
UT	UT - State Contractor License	State Contractor License	N/A	E-100 (Currently inactive due to lack of qualifier)	Not Needed/Not Requested	
VA	VA - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
VT	VT - State Contractor License	State Contractor License	N/A		No Requirement	
WA	WA - State SOS Business Registration	State Bus License/Registration	UBI# 602583380		Completed - Received	
WA	WA - Dept. of Labor and Industries Construction Cont	State Contractor License	CC PULLMSI863JB	General Contractor	Completed - Received	4/19/2020
WI	WI - State Contractor License	State Contractor License	N/A		No Requirement	
WV	WV - State Contractor License	State Contractor License	WV040562	General Building	Completed - Received	6/3/2020
WV	WV - State Contractor License	State Contractor License	WV040562		Completed - Received	6/3/2020
WY	WY - State Contractor License	State Contractor License	N/A		No Requirement	
Total Count		57				

PULLMAN

A Structural Group Company

General Contractor

Structural Steel Erection and Assembly

Boiler Repair

Boiler Troubleshooting

Building Construction

Joint Sealants/ Caulking and
Waterproofing
Masonry Subcontractor
Masonry Restoration
Stone Subcontractor
Stone Restoration—Granite, Limestone,
Marble, Brownstone, Sandstone, Schist,
Veneer, Structural, Load Bearing
Epoxy and other Polymer Flooring
Expansion Joint Covers
Expansion Joints
Wood Windows
Window Restoration
Glass and Glazing / Windows
Lath and Plaster
Tile and Terrazzo
Pre-Eng Building
Plaza Restoration
Plaza Construction
Planter Restoration
Building Envelope
Cladding Systems Metal and Rainscreen
Epoxy Injection
Chemical Grouting
Façade Restoration
Façade Preservation
Façade Cleaning
Vault Restoration
Metal Cleaning and Polishing
Metalizing
Thermal Spray - Zinc Alloys
Shoring
Cast Iron Restoration
Waterproofing
Membrane Installation
Air and Vapor Barriers

Demolition

Chimney and Stack Demolition

Drilling

Pier and Grade Beam Foundation

Metals

Corrosion Control
Linings and Coatings
Flame Spray (HVOF, Plasma, Electric WireArc)

Painting

Linings and Coatings

Rail

Rail Bridge Construction and Repair
Rail Bridge Inspection
Rail Bridge In-Place Timber Preservation
Treating

Scaffolding

Tanks

Linings and Coatings
Construction

Welding

Structural

Civil

Concrete Subcontractor
Pumping/Delivery Service
Underground Sewer Work
Concrete Cutting
Concrete Core Drilling/Boring
Precast Concrete / Architectural
Precast Concrete / Structural
Spray Applied Concrete
Stonework / Granite / Marble
Pavers
Water blasting/Sandblasting

Cooling Tower**Pipeline Construction/Maintenance**

Coatings Repair
Install Liners

Iron Work

Ornamental Iron

General Contractor -

Chimney and Stack Construction and
Maintenance

General Contractor -

Specialized Rigging and Lifting (Without
use of cranes)

Electric

Cathodic Protection - Installation

Insulation

Refractory
Insulation - Fire Proofing
Sprayed Cementitious Fire Proofing
Spray on Fire Proofing
Routine Insulation
Furnace / Fire Brick
Refractory Dry out (Bake Bricks)
Acid Brick
Industrial

**Buildings, Grounds and Right-of-Way
Maintenance**

Janitorial
Window Washing Equipment
Building / Glass Cleaning

Roofing

Roofing and Sheet Metal
Roof Domes / Hatches / Vents
Water / Damp proofing / Topping
EIFS

Structural Repair**Curtain walls****Rainscreen****Refinishing - Metal, Stone and Wood****Inspection**

Cathodic Protection
Rectifier
Non-Destructive Testing
Thermographic Testing
Ground Penetrating Radar
Inspection Services, Visual
(other than Const/Fabrication)
Civil
Coating Inspection
General Contractor - Rope
Access
Concrete Testing

Consultant

Engineering
Civil
Cathodic Protection

Safety

Fireproofing/Fire stopping

Resume

Bob Charles, P.E.

Structural Group
Principal

Background Experience:

Bob Charles provides key strategic leadership for PULLMAN, integrating their contracting and engineering services with proprietary technology for new construction, repair, and maintenance of existing infrastructure. Bob works collaboratively with branch and departmental leadership focusing on implementation of safety, quality, best practice, and future growth initiatives.

As a civil engineering graduate at the University of Delaware, Bob joined Structural Group in 1996 and spent 12 years with Structural Preservation Systems, LLC working out of the Baltimore branch prior to transitioning to Pullman Power in 2008. He has over 18 years of diversified and comprehensive experience in the engineering and construction industry with a portfolio of work spanning commercial, industrial and energy markets.

Core Competencies:

- Strategic Planning
- Team Leadership
- Change Management
- Operations Management
- Sales Management
- Business Development
- Process Improvement
- Budgeting and Cost Control
- Training and Supervision

Professional Participation:

- International Concrete Repair Institute (ICRI)
 - Masonry Committee 2006 – Present
- GILD Conference for Leadership Development

Relevant Professional Publications:

- ICRI Guideline for Evaluation of Masonry Façade Structures – Contributing Member
- ICRI Guideline for Repair of Masonry Façade Structures – Contributing Member

Professional Registration and Licenses

- Professional Engineer in Maryland

Past Positions:

- Structural Group, Inc. 1996 - Present
 - PULLMAN – Senior Vice President
 - Structural Group – Senior Vice President Energy and Industrial Sales – Baltimore
 - Pullman Power – Vice President – Kansas City Operation
 - STRUCTURAL – Commercial Leadership Team Member – Baltimore
 - STRUCTURAL – Division Manager – Baltimore Building Envelope Division
 - STRUCTURAL – Project Manager – Baltimore
 - STRUCTURAL – Project Engineer – Baltimore



EDUCATION

- Bachelors in Civil Engineering – University of Delaware

YEARS OF EXPERIENCE

- 23

YEARS WITH FIRM

- 23

Jobs in Progress

Project Name	Client	Job Description	Estimated Value	Start	Estimated Completion	Job Location City	Job Location State
State of West Virginia - Capitol Building Dome Repairs	State of West Virginia	Capitol Dome Moisture Intrusion Repair Project	USD 13,520,000.00	10/30/2018	10/30/2020	Charleston	WV
Progressive Campus 1 & 2 Parking Structures 2018	Progressive Insurance	Concrete Repairs / Railing repairs / Etc.	USD 1,962,000.00	7/20/2018	10/20/2019	Mayfield	OH
Beachwood Place Mall PS 2018	Beachwood Place Mall, LLC	Parking Structure Repairs	USD 600,000.00	7/18/2018	10/18/2019	Beachwood	OH
Beachwood Place Mall PS 2019	Beachwood Place Mall, LLC	Parking Garage Repairs for 2019	USD 379,971.00	6/17/2019	9/17/2019	Beachwood	OH
Preservation of Brownsville Rd Bridge No. 1	PENNDOT	CFRP on Bridge Piers	USD 104,280.00	7/18/2018	10/18/2019	Pittsburgh	PA
Latrobe Municipal Garage 2019	City of Latrobe, PA	Concrete, traffic coating, crack repair, etc	USD 73,949.40	8/1/2019	11/1/2019	Latrobe	PA
Yale University Field Structure	Yale University	Investigation Support	USD 22,500.00	7/8/2019	10/8/2019	North Haven	CT

Projects References

Project	Client	Job Description	Technology Type of Work	Contract Level / Tier	Final Contract Value	Start	Completion	City	State
The Sophian Plaza Building - Kansas City, MO	The Sophian Plaza Condominium Association	Structural Restoration of the West Patio and Basement Area	Concrete / Masonry Repair	Prime Contractor	USD 586,221.00	1/26/2017	12/1/2017	Kansas City	MO
North Shore Garage - Pittsburgh PA	Sports and Exhibition Authority of Pittsburgh and Allegheny County	NSG 2017 Garage Repair & Maintenance Package	Concrete / Masonry Repair	Prime Contractor	USD 489,219.00	3/8/2018	10/30/2018	Pittsburgh	PA
Midway Airport Pedestrian Bridge	Chicago Department of Aviation (CARE Plus LLC)	Carbon Fiber Installation	Strengthening	Subcontractor	USD 374,775.00	8/6/2018	10/6/2018	Chicago	IL
Ohio University - Adams Hall Waterproofing	Ohio University	Concrete Repair & Waterproofing	Waterproofing; Concrete / Masonry Repair	Prime Contractor	USD 363,676.00	4/19/2018	9/30/2018	Athens	VA
Augusta Health - Fishersville, VA	Augusta Health Plant Operations	Building Envelope Repairs	Building Envelope	Prime Contractor	USD 363,111.00	8/28/2017	12/15/2017	Fishersville	VA
Rodriguez Mechanical -Cerner Trails Bid Package No.3	Rodriguez Mechanical Contractors, Inc.	Repair Cracks in Culvert-Tunnel Walls & Install CFRP	Strengthening; Evaluation Type of Repair; Concrete / Masonry Repair	Subcontractor	USD 284,639.00	8/15/2016	10/31/2016	Kansas City	KS
State of WV - Capitol Building	State of West Virginia	Temporary Protection at Interior Colonnade Plaster Panels	Concrete / Masonry Repair	Prime Contractor	USD 167,682.00	11/21/2016	12/23/2016	Charleston	WV
RMR Bldg Lewis Center OH	SIR Orange Township LLC	Coating, Sealant, Concrete	Building Envelope; Coating; Equipment Grouting; Waterproofing; Concrete / Masonry Repair	Prime Contractor	USD 154,468.00	6/11/2018	10/14/2018	Lewis Center	MN
WDP - WV State Capital Building, Charleston WV	Whitlock, Dalrymple, Poston & Associates (WDP)	Investigation Support	Concrete / Masonry Repair	Subcontractor	USD 133,095.00	6/9/2016	8/26/2016	Charleston	VA
McGrath & Assoc. - CHNE Structural Mods	McGrath & Associates, Inc.	CFRP for Elevator Shaft	Strengthening	Subcontractor	USD 111,951.00	2/1/2018	4/26/2018	St. Louis	MO



TRADE REFERENCES

Diamond Tool

2800 Greys Ferry Avenue
Philadelphia, PA 19146
Phone: (215) 952-1919
Fax: (215) 952-1392
Attn: Chris Kelly

Discovery Associates

839 Winifred Way
Lady Lake, FL 32162
Phone: (610) 517-3408
Attn: Jerry Davidse
getanchors@gmail.com

Redy-Mixt Konkrete

630 South Evergreen Ave.
Woodbury Heights, NJ 08097
Phone: (856) 845-2573
Fax: (856) 853-5830



BANK REFERENCES

Wells Fargo Bank, N.A.
420 Montgomery Street
7th Floor
San Francisco, CA 94104

Ms. Heather Torzok
410-332-5208

BONDING COMPANY

Fidelity and Deposit Company of Maryland (Zurich)
Arthur J. Gallagher Risk Management Services, Inc. (fka Construction Risk Solutions, LLC)
13111 McCormick Road, Suite 450
Hunt Valley, MD 21031

Agent: Bob Chlada
443-798-7471

BONDING CAPACITY

\$30,000,000 Single
\$300,000,000 Aggregate

DUN & BRADSTREET NUMBER

82-460-4060

FEDERAL ID NUMBER

22-3270937

NAICS Code

238110 (Primary)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2019

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.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the 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 Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	CONTACT NAME: Certificates Administrator		
	PHONE (A/C, No, Ext): 443-798-7499	FAX (A/C, No): 443-798-7290	
	E-MAIL ADDRESS: BW2.BSD.Certs@ajg.com		
INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: New Hampshire Insurance Co		23841
	INSURER C: XL Specialty Insurance Company		37885
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 329216239**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6938932	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2867423	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00062096L119A	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	063724479	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only

CERTIFICATE HOLDER**CANCELLATION**

Sample

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

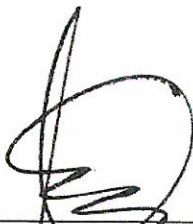
PULLMAN

A Structural Group Company

SAFETY POLICY

Structural Group, Inc. recognizes that the safety and well being of our employees is dependent upon the degree to which the prevention of occupational accidents is pursued. One of the objectives of Structural Group, Inc. is the prevention of employee injuries and the elimination of damages to Company property resulting from accidents.

1. All Structural Group employees will comply with all Company and governmental safety and health standards applicable.
2. Structural Group, Inc. will provide training to all of its employees in hazard recognition and safe work practices. Employees are likewise, required to perform their duties in a safe manner as a continuing condition of employment.
3. The control of accidents will be considered an integral part of any operational activity and not as a separate program functioning independently of activities. The lines of responsibility will be followed for accident control functions that are presently utilized for other operational functions.
4. Because accidents interfere with the orderly progress of our work and are indications of an inefficient operation, action will be taken to prevent losses at the lowest operating level consistent with Structural's operating procedures. Managers and Supervisors at all levels will be held responsible and accountable for maintaining a maximum level of safety performance in all phases of accident control in the operations they direct.
5. All employees, as a condition of their continued employment, will sign a "Commitment to Safety" statement.



Peter H. Emmons
President



Gallagher

Insurance | Risk Management | Consulting

May 21, 2019

To Whom It May Concern:

RE: Experience Modification Factors
NCCI # 910184083
Pullman SST, Inc.

Dear Sirs:

Per the National Council on Compensation Insurance, Inc., please accept this letter as evidence of the historical Experience Modification Factors for Pullman SST, Inc.

NCCI

7/1/19-20	.55
7/1/18-19	.55
7/1/17-18	.64

Please contact us with any questions.

Sincerely,

Tina Bierman

Tina Bierman
Client Service Manager
443-798-7465

Structural Group, Inc. and Subsidiaries

Consolidated Financial Report
September 30, 2018

Contents

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Independent Auditor's Report

RSM US LLP

To the Board of Directors
Structural Group, Inc.

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Structural Group, Inc. and Subsidiaries (collectively, the Company), which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of income, comprehensive income, equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Structural Group, Inc. and Subsidiaries as of September 30, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Baltimore, Maryland
December 21, 2018

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Structural Group, Inc. and Subsidiaries

Consolidated Balance Sheets
September 30, 2018 and 2017

	2018	2017
Assets		
Current assets:		
Cash and cash equivalents (Note 7)	\$ 2,589,367	\$ 3,336,949
Contract receivables, net (Notes 3, 4 and 7)	149,147,214	142,128,627
Costs incurred and estimated earnings in excess of billings on uncompleted contracts (Note 5)	30,238,084	18,753,225
Notes receivable	1,039,813	402,050
Inventory (Note 7)	11,881,347	9,116,034
Prepaid expenses and other current assets (Note 8)	7,904,362	5,966,278
Total current assets	202,800,187	179,703,163
Property and equipment (Note 7):		
Land and buildings	11,480,081	11,480,081
Construction equipment	50,100,952	43,064,661
Autos and trucks	14,301,440	12,396,397
Office equipment	8,130,166	7,500,627
Leasehold improvements	6,138,913	5,215,989
Construction in progress	1,939,830	625,175
	92,091,382	80,282,930
Less accumulated depreciation and amortization	(60,085,877)	(55,276,001)
Property and equipment, net	32,005,505	25,006,929
Investment in unconsolidated affiliates (Note 6)	7,330,364	7,116,676
Goodwill	1,541,639	872,189
Intangible assets, net of accumulated amortization	905,525	843,225
Deposits	9,885,028	10,240,351
	19,662,556	19,072,441
Total assets	\$ 254,468,248	\$ 223,782,533

See notes to consolidated financial statements.

	2018	2017
Liabilities and Equity		
Current liabilities:		
Accounts payable, including subcontractor retainages (2018 – \$2,958,456; 2017 – \$2,626,027)	\$ 46,567,252	\$ 49,654,044
Accrued expenses (Notes 8 and 10)	26,144,748	33,283,836
Billings in excess of costs incurred and estimated earnings on uncompleted contracts (Note 5)	23,294,811	23,318,078
Current portion of long-term debt (Note 7)	24,324,977	5,208,752
Total current liabilities	120,331,788	111,464,710
Deferred compensation (Note 10)	3,211,725	2,761,824
Long-term debt (Note 7)	16,774,055	16,965,555
Total liabilities	140,317,568	131,192,089
Commitments and contingencies (Notes 2, 8, 9 and 10)		
Equity:		
Common stock – voting; 1,000,000 shares authorized; \$.001 par value; 720,867 shares issued and outstanding	721	721
Common stock – non-voting; 54,000,000 shares authorized; \$.001 par value; 46,146,673 shares issued and outstanding	46,147	46,147
Additional paid-in capital	3,811,482	3,543,268
Retained earnings	109,300,291	88,306,582
Accumulated other comprehensive loss	(28,861)	(29,638)
Total Structural Group, Inc. and Subsidiaries' equity	113,129,780	91,867,080
Non-controlling interest in consolidated subsidiaries	1,020,900	723,364
Total equity	114,150,680	92,590,444
Total liabilities and equity	\$ 254,468,248	\$ 223,782,533

Structural Group, Inc. and Subsidiaries

Consolidated Statements of Income
Years Ended September 30, 2018 and 2017

	2018	2017
Earned revenue	\$ 519,563,906	\$ 445,051,497
Cost of earned revenue	399,528,201	337,579,353
Gross profit	120,035,705	107,472,144
General and administrative expenses (Notes 8, 9, 10 and 11)	93,650,250	95,852,065
Operating income	26,385,455	11,620,079
Other (expense) income:		
Interest expense (Note 7)	(899,770)	(628,072)
Interest income	87,040	54,687
Other income, net	78,296	487,743
Gain on equity investment in unconsolidated affiliate (Note 6)	544,012	598,262
Net income	26,195,033	12,132,699
Non-controlling interest in earnings of consolidated subsidiaries	(384,479)	(386,279)
Net income attributable to Structural Group, Inc.	\$ 25,810,554	\$ 11,746,420

See notes to consolidated financial statements.

Structural Group, Inc. and Subsidiaries

Consolidated Statements of Comprehensive Income
Years Ended September 30, 2018 and 2017

	2018	2017
Net income	\$ 26,195,033	\$ 12,132,699
Other comprehensive gain (loss):		
Foreign currency translation gain (loss)	777	(1,276)
Comprehensive income	<u>26,195,810</u>	<u>12,131,423</u>
Non-controlling interest in earnings of consolidated subsidiaries	<u>(384,479)</u>	<u>(386,279)</u>
Comprehensive income attributable to Structural Group, Inc.	<u>\$ 25,811,331</u>	<u>\$ 11,745,144</u>

See notes to consolidated financial statements.



AIA[®] Document G705[™] – 2001

List of Subcontractors

PROJECT: *(Name and address)*

Eastridge Health Systems Brick Masonry Repairs
WV Dept. of Health and Human Resources
235 South Water Street
Martinsburg, WV 25401

DATE:

10/07/2019

TO ARCHITECT: *(Name and address)*

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

ARCHITECT'S PROJECT NUMBER:

2189016

FROM CONTRACTOR: *(Name and address)*

Pullman Power LLC
180 Bilmar Drive Suite 5 Pittsburgh, PA 15205

CONTRACTOR'S PROJECT NUMBER:

557084

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name	Address/Phone	Superintendent
Arsenal Scaffold Inc.	1300 Hulton Road Pittsburgh, PA 15147	Joe Masone

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pullman Power, LLC
_____ of Columbia, _____ MD _____, as Principal, and Fidelity and Deposit Company of
Maryland of Schaumburg, _____ IL _____, a corporation organized and existing under the laws of the State of
_____ IL _____ with its principal office in the City of _____ IL _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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
Eastridge Health Systems Brick Masonry Repairs

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 null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of October, 2019.

Principal Corporate Seal

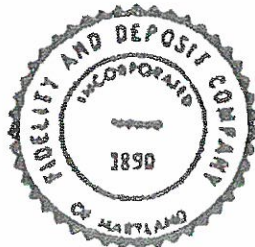
Pullman Power, LLC

(Name of Principal)
By Richard B. Hill

(Must be President or
Vice President)
Richard B. Hill
Assistant Secretary

(Title)

Surety Corporate Seal



Fidelity and Deposit Company of Maryland

(Name of Surety)
By: Robert A. Chlada

Robert A. Chlada Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____.
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____.

Acknowledgement by Principal if Corporation

9. STATE OF Maryland
10. County of Howard to-wit:
11. I, Eloise C. Brown, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Richard Hill
13. who as, Treasurer signed the foregoing writing for
14. Pullman SST, Inc. ~~Full Power, LLC~~ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this 9th day of October 2019.
16. Notary Seal
17. ELC
(Notary Public)
18. My commission expires on the 9th day of June 2020.

Acknowledgement by Surety

19. STATE OF Maryland
20. County of Baltimore to-wit:
21. I, Diane S. Loughry, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Robert A. Chlada
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Fidelity and Deposit Company of Maryland a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 9th day of October, 2019.
26. Notary Seal
27. Diane S. Loughry
(Notary Public)
28. My commission expires on the 16th day of November, 2020.

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____

By _____
(Assistant Attorney General)

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

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARVAT, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal 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 31st day of July, A.D. 2019.

ATTEST:

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



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 31st day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, 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, depose 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, 2023



WV Jobs Act Affidavit

West Virginia Code §12-1C states:

- (a) Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.
- (b) Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.
- (c) If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Definitions:

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) (A) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry;
- (B) The term "employee" does not include:
 - (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;
 - (ii) Bona fide independent contractors; or
 - (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

Further, the economic grant committee, economic development authority, infrastructure and jobs development council and School Building Authority shall be required to comply with the provisions of this article for loans, grants or bonds provided for public improvement construction projects;

(6) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

Applicability and Reporting:

(a) This article applies to expenditures for construction projects by any public authority for public improvements as defined by this article.

(b) For public improvement projects let pursuant to this article, the public authority shall file, or require an employer as defined in section two of this article to file, with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to article five-a of this chapter, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

(c) The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this article.

(d) Each public authority has the duty to implement the reporting requirements of this article. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this article.

(e) The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in section six of this article and transmittal of data to the Joint Committee on Government and Finance.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties intend to comply with the requirements of WV Code Article 21-1C.

Vendor's Name Pullman Power LLC

Authorized Signature



Date 10/07/2019

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Pullman Power LLC **Address:** 180 Bilmar Drive, Suite 5
Pittsburgh, PA 15205

Authorized Agent: Mark Bott **Address:** 180 Bilmar Drive, Suite 5, Pittsburgh, PA 15205

Contract Number: 412-505-0955 **Contract Description:** Eastridge Health Systems Brick Masonry Repairs

Governmental agency awarding contract: West Virginia Department of Health and Human Resources

☐ **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*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.
Arsenal Scaffold Inc.

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.
Structural Group, Inc. owns 100% of Pullman Power

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: 

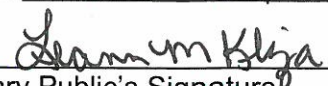
Date Signed: 10/07/2019

Notary Verification

State of Pennsylvania, County of Allegheny:

I, Mark A. Bott, 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 7th day of October 2019.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
LEANN M. KLIZA - Notary Public
Allegheny County
My Commission Expires May 1, 2023
Commission Number 1290416

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: Pullman Power LLC

Authorized Signature:  Mark A. Bott Date: 10/07/2019

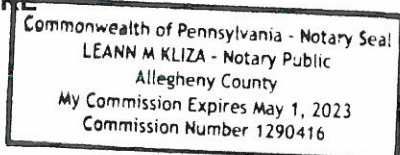
State of Pennsylvania

County of Allegheny, to-wit:

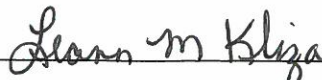
Taken, subscribed, and sworn to before me this 7th day of October 2019, 20 .

My Commission expires May 1, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)

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

State of Pennsylvania

County of Allegheny, to-wit:

I, Mark A. Bott, after being first duly sworn, depose and state as follows:

1. I am an employee of Pullman Power LLC; and,
(Company Name)
2. I do hereby attest that Pullman Power LLC
(Company Name)

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

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

Mark A. Bott Division Manager
Name Title

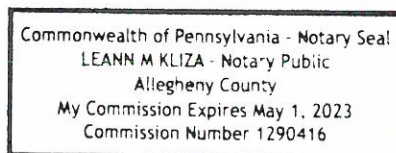
Mark A. Bott
Signature

10/07/2019
Date

State of Pennsylvania

County of Allegheny

Sworn to before me, a notary public, by Mark A Bott on
7th day of October 2019.



Leann M Kliza
Notary Public

My Commission Expires:

May 1, 2023



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
General Services Division	10/2018	\$13M	Capitol Building Dome Repairs	40 hrs

(The project of this bid will be operated by a different and separate team and will not be interfered by the operations of Capitol Building Dome Repairs project.)

☐ Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Mark A. Bott

Printed Name

10/07/2019

Date


Signature

LOW BIDDER'S FINANCIAL RESPONSIBILITY AFFIDAVIT

State of Pennsylvania

County of Allegheny

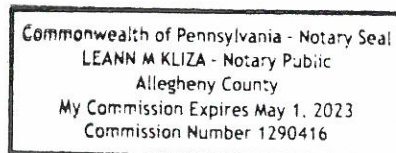
The undersigned Chief Executive Officer (or local manager or executive when your Company operates in more than one State) of Pullman Power LLC (the "Company"), swear under penalty of perjury, that the following statements are true:

1. The Company is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
2. There are no liens filed by the Company's subcontractors or suppliers, regardless of tier, on the Company's projects in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
3. During the last three (3) years, no Owner or Owner's representative has given the Company notice of default with respect to any Project in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
4. The Company's surety bonding company has an A.M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
5. He or she is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Company to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

[Signature]
Signature

10/07/2019
Date

Sworn to before me, a notary public, by Mark Bott
on 7th day of October 2019.



[Signature]
Notary Public

My Commission Expires:

May 1, 2023

No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit, violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional accrued thereon;

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions;

“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.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

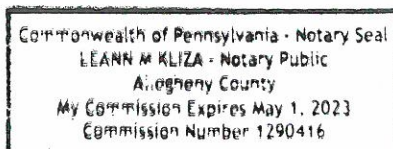
Vendor’s Name: Pullman Power LLC

Authorized Signature [Signature] Date 10/07/2019

Sworn to before me, a notary public, by Mark Bots

on 7th day of October 2019.

Leann M Kliza My Commission Expires: May 1, 2023
Notary Public



No Debt Affidavit

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV032832

Classification:
GENERAL BUILDING

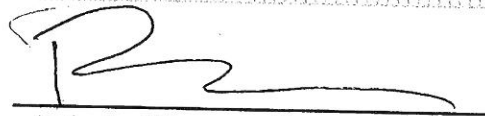
PULLMAN POWER LLC
DBA PULLMAN POWER LLC
10150 OLD COLUMBIA RD
COLUMBIA, MD 21046

Date Issued

AUGUST 03, 2019

Expiration Date

AUGUST 03, 2020



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

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.