

11/15/17 12:40:47  
Purchasing Division

**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.

 , PROJECT MANAGER  
(Name, Title)

Mark A. Bott , PROJECT MANAGER  
(Printed Name and Title)

180 Bilmar Drive , SUITE 5 , Pittsburgh PA 15205  
(Address)

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

mbott @ 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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)

 , SENIOR BRANCH DIRECTOR  
(Authorized Signature) (Representative Name, Title)

J. Pete Wallace , Senior Branch Director  
(Printed Name and Title of Authorized Representative)

11-14-2017  
(Date)

734-282-7760 / 412-505-0958  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: GSD1800000004

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 checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7            |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8            |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9            |
| <input checked="" 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

J. PETE WALLACE  
Authorized Signature

11-14-17  
Date

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

**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 MD with its principal office in the City of MD, 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 WV State Capitol Dome Moisture Intrusion Repair Project

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 15th day of November, 2017.

Principal Corporate Seal

Pullman Power, LLC

(Name of Principal)

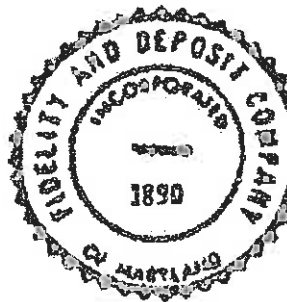
By: 

(Must be President or Vice President)

President

(Title)

Surety Corporate Seal



Fidelity and Deposit Company of Maryland

(Name of Surety)

By: 

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.**

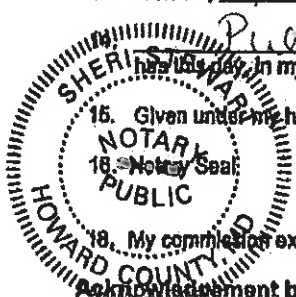
ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7.
8. My commission expires on the

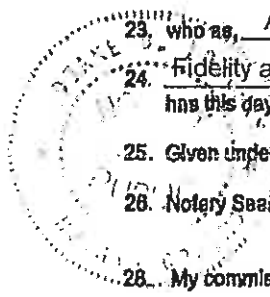
Acknowledgement by Principal if Corporation

- 9. STATE OF Maryland
10. County of Howard
11. I, Sheri Stewart
12. county and state aforesaid, do hereby certify that Robert G. Charles
13. who as, President
14. 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 15 day of November 2017
17.
18. My commission expires on the 7th day of September 2021



Acknowledgement by Surety

- 19. STATE OF Maryland
20. County of Baltimore
21. I, Diane S. Loughry
22. county and state aforesaid, do hereby certify that Robert A. Chlada
23. who as, Attorney-in-Fact
24. Fidelity and Deposit Company of Maryland
25. Given under my hand this 15th day of November, 2017
27. Diane S. Loughry
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)

**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition  
As Of December 31, 2016**

**ASSETS**

Bonds .....	\$ 141,903,342
Stocks .....	22,845,654
Cash and Short Term Investments .....	3,080,053
Reinsurance Recoverable .....	13,996,720
Other Accounts Receivable .....	27,147,872
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 208,973,641</b>

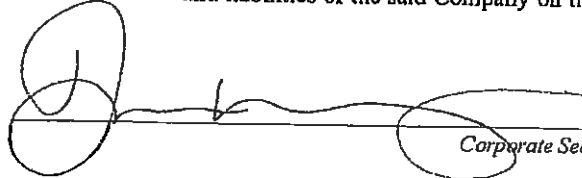
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 896,428
Ceded Reinsurance Premiums Payable .....	40,193,693
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 41,090,121</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	162,883,521
Surplus as regards Policyholders .....	167,883,520
<b>TOTAL .....</b>	<b>\$ 208,973,641</b>

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

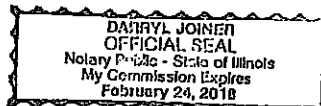
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1<sup>st</sup> day of March, 2017.

  
Notary Public



**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, 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.

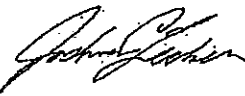
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

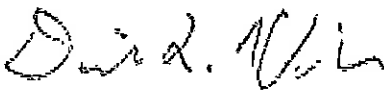
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of May, A.D. 2017.

ATTEST:

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



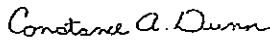
By:   
Assistant Secretary  
Joshua Lecker

  
Vice President  
David McVicker

State of Maryland  
County of Baltimore

On this 15th day of May, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

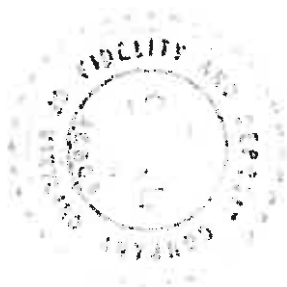
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17 day of November, 20 17.



Michael Bond, Vice President

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

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

**Exhibit A Pricing Page**

Date: 09/07/2017

<b>BASE BID ITEM</b>	<b>Project Manual Section 01 20 00 Article #</b>	<b>Base Bid Price</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Base Bid Amount</b>
All Work included in Base Bid, per Section 01 20 00, "Measurement and Payment," of the Project Manual	2.04.A	13,250,116.55	Lump Sum	1	13,250,116.55

**UNIT PRICE ITEMS**

<b>Unit Price Items, per Section 01 20 00, "Measurement and Payment," of the Project Manual</b>	<b>Project Manual Section 01 20 00 Article #</b>	<b>Unit Price</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Extended Unit Price Cost</b>
Unit Price 1: Gilding, 3-3/8" x 3-3/8" Leaf	2.04.B	5.48	Per 3-3/8" x 3-3/8" Leaf	500	2,740.00
Unit Price 2: Metal Seam Repairs	2.04.C	28.67	Linear Inch	200	5,734.00
Unit Price 3: Flat Plaster Repair, Surface Repair	2.04.D	16.45	Square Foot	200	3,290.00
Unit Price 4: Flat Plaster Repair, Full Depth Repair	2.04.E	34.28	Square Foot	200	6,856.00
Unit Price 5: Flat Plaster Repair, Crack Repair	2.04.F	16.45	Linear Foot	200	3,290.00
Unit Price 6: Ornamental Plaster Replacement, Overhead	2.04.G	685.54	Square Foot	50	34,277.00
Unit Price 7: Ornamental Plaster Replacement, Formed in Place	2.04.H	102.83	Square Foot	50	5,141.50
Unit Price 8: Paint Restoration	2.04.I	21.94	Square Foot	1200	26,328.00
Unit Price 9: Limestone Replacement, per Specifications Section 04 03 42, Item 1.02.A.1, per each limestone cornice piece requiring replacement at the Spring Line Elevation	2.04.J	425.67	Unit	5	2,128.35
Unit Price 10: Limestone Patching	2.04.K	35.17	Cubic Inch	500	17,585.00
Unit Price 11: Limestone Repointing	2.04.L	21.80	Linear Foot	400	8,720.00
Unit Price 12: Brick Masonry Replacement	2.04.M	217.99	Square Foot	100	21,799.00
Unit Price 13: Brick Masonry Repointing	2.04.N	21.80	Square Foot	300	6,540.00
Unit Price 14: Clay Tile Replacement	2.04.O	485.99	Square Foot	40	19,439.60
Unit Price 15: Cementitious Fireproofing at Cross Bracing Angles	2.04.P	157.25	Linear Foot	100	15,725.00
Unit Price 16: Cementitious Fireproofing at Beams	2.04.Q	115.57	Linear Foot	50	5,778.50
Unit Price 17: Cementitious Fireproofing at Columns	2.04.R	115.57	Linear Foot	25	2,889.25
Unit Price 18: Repair of Clay Roof Tile	2.04.S	136.51	Square Foot	200	27,302.00
Unit Price 19: Replacement of Clay Roof Tile	2.04.T	409.52	Square Foot	100	40,952.00
Unit Price 20: Hazardous Materials (Asbestos)	2.04.U	137.11	Square Foot	50	6,855.50
Unit Price 21: Hazardous Materials (Lead Based Paint)	2.04.V	68.55	Square Foot	25	1,713.75
Unit Price 22: Hazardous Materials (Mold)	2.04.W	47.99	Square Foot	100	4,799.00
<b>TOTAL BASE BID AMOUNT (A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P+Q+R+S+T+U+V+W) =</b>					<b>13,520,000.00</b>