



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

Header 1

List View

[General Information](#) | 
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Procurement Folder: 432359

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID: VS0000005904

SO Doc ID: GSD1900000009

Legal Name: Pullman Power LLC

Published Date: 1/17/19

Alias/DBA:

Close Date: 1/23/19

Total Bid: \$1,199,624.85

Close Time: 13:30

Response Date: 01/23/2019

Status: Closed

Response Time: 9:46

Solicitation Description: Addendum No. 2 Capitol Complex  
 Piedmont Parking Garage

Total of Header Attachments: 1

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia  
Solicitation Response

Proc Folder : 432359

Solicitation Description : Addendum No. 2 Capitol Complex Piedmont Parking Garage

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-01-23 13:30:00	SR      0211   ESR01231900000003367	1

VENDOR

VS0000005904

Pullman Power LLC

Solicitation Number:    CRFQ   0211      GSD1900000009

Total Bid :      \$1,199,624.85                      Response Date:    2019-01-23                      Response Time:    09:46:54

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
(304) 558-0094  
melissa.k.pettrey@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Parking Garage Rehabilitation: Base Bid				\$1,199,624.85

Comm Code	Manufacturer	Specification	Model #
72153700			

Extended Description :	Parking Garage Rehabilitation: Base Bid
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## **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- 032832

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

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

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

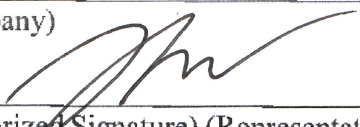
Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

Mark A. Bott, Senior Project Manager  
(Name, Title)  
Mark A. Bott, Senior Project Manager  
(Printed Name and Title)  
150 Bilmar Dr Suite 5 Pittsburgh, PA 15202  
(Address)  
Direct 412-505-7937 Mobile 412-722-2347 Fax 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)

  
(Authorized Signature) (Representative Name, Title)

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

01-23-19  
(Date)

Direct 734-672-9223 Mobile 313-215-6578 Fax 734-282-3801  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

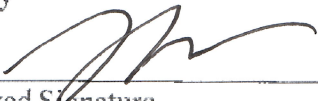
- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pullman Power LLC

Company

  
Authorized Signature

Date

01-23-19

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



REQUEST FOR QUOTATION  
WV Capitol Complex Piedmont Parking Garage Rehabilitation Project

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**13. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

**14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 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:** Mark A. Bott, Senior Project Manager

**Telephone Number:** Direct 412-505-7937 Mobile 412-722-2347

**Fax Number:** 412-505-0958

**Email Address:** mbott@pullman-services.com

BASE BID ITEM	Project Manual Section 01 20 00 Article #	Base Bid Price	Unit of Measure	Quantity	Base Bid Amount
All Work included in Base Bid, per Section 01 20 00, "Measurement and Payment," of the Project Manual	2.04.A	\$ 649,010.00 -	Lump Sum	1	\$ 649,010.00 -

## UNIT PRICE ITEMS

Unit Price Items, per Section 01 20 00, "Measurement and Payment," of the Project Manual	Project Manual Section 01 20 00 Article #	Unit Price	Unit of Measure	Estimated Quantity	Extended Unit Price Cost	
Unit Price 1a: Concrete Repair (Full Depth)	2.04.B	\$ 64.85 -	Square Foot	2288	\$ 148,376.80 -	B1
Unit Price 1b: Concrete Repair (Partial Depth: Deck)	2.04.B	\$ 43.40 -	Square Foot	455	\$ 19,747.00 -	B2
Unit Price 1c: Concrete Repair (Partial Depth: Overhead)	2.04.B	\$ 78.46 -	Square Foot	500	\$ 39,230.00 -	B3
Unit Price 1d: Concrete Repair (Partial Depth: Wall)	2.04.B	\$ 72.65 -	Square Foot	287	\$ 20,850.55 -	B4
Unit Price 1e: Concrete Repair: Galvanic Anode Installation	See Addendum 2, QA5	\$ 43.50 -	EA	900	\$ 39,150.00 -	B5
Unit Price 2: Concrete Routing and Sealing Repair	2.04.C	\$ 4.60 -	Linear Foot	700	\$ 3,220.00 -	C
Unit Price 3: Crack Injection Repair	2.04.D	\$ 28.60 -	Linear Foot	90	\$ 2,574.00 -	D
Unit Price 4: Precast Member Joint Sealant Replacement	2.04.E	\$ 4.13 -	Linear Foot	16000	\$ 66,080.00 -	E
Unit Price 5: Concrete Control Joint Sealant Repair	2.04.F	\$ 4.13 -	Linear Foot	13200	\$ 54,516.00 -	F
Unit Price 6: Deck Drain Refurbishment	2.04.G	\$ 379.00 -	Each (Drain)	23	\$ 8,717.00 -	G
Unit Price 7: Deck Drain Replacement	2.04.H	\$ 1894.00 -	Each (Drain)	23	\$ 43,562.00 -	H
Unit Price 8: Standpipe Refurbishment	2.04.I	\$ 90.10 -	Linear Foot	480	\$ 43,248.00 -	I
Unit Price 9: Replacement of Standpipes	2.04.J	\$ 354.00 -	Linear Foot	1	\$ 354.00 -	J
Unit Price 10: Electrical Conduit Replacement	2.04.K	\$ 30.25 -	Linear Foot	1390	\$ 42,047.50 -	K
Unit Price 11: Double Tee Connection Weld Repairs	2.04.L	\$ 272.00 -	Each (Connection)	1	\$ 272.00 -	L
Unit Price 12: Precast Lifting Point Plastic Cover	2.04.M	\$ 34.00 -	Each (Cover)	10	\$ 340.00 -	M
Unit Price 13: Lifting Wire Concrete Repair	2.04.N	\$ 44.50 -	Each (Location)	120	\$ 5,340.00 -	N
Unit Price 14: Stair Concrete Repair	2.04.O	\$ 63.00 -	Square Foot	70	\$ 4,410.00 -	O
Unit Price 15: Thin Concrete Cover Repair	2.04.P	\$ 28.60 -	Linear Foot	300	\$ 8,580.00 -	P
TOTAL BASE BID AMOUNT (A+B1+B2+B3+B4+B5+C+D+E+F+G+H+I+J+K+L+M+N+O+P) =					\$ 1,199,624.85 -	



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pullman SST, Inc.  
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 Capitol Complex Piedmont Parking Garage Rehabilitation

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  
16th day of January, 2018.

Principal Corporate Seal

Pullman SST Inc.

(Name of Principal)

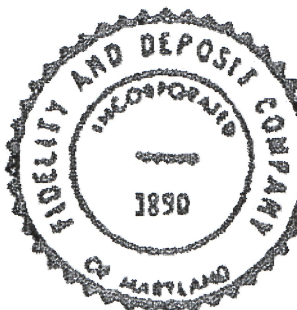
By

(Must be President or  
President)

Robert Charles  
**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 \_\_\_\_\_ 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 Robert Charles
13. who as, President signed the foregoing writing for
14. PSST, Inc. 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 16th day of January, 2019.
16. Notary Seal
17. Eloise C. Brown  
(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 16th day of January, 2018.
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 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, 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, 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 16th day of January, 2019.



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