



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

Contact

Default Values

Discount

Document Information

Procurement Folder: 432359

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID:

SO Doc ID: GSD1900000009

Legal Name: ALLEGHENY RESTORATION INC

Published Date: 1/17/19

Alias/DBA:

Close Date: 1/23/19

Total Bid: \$1,253,810.30

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

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 ESR01231900000003380	1

<b>VENDOR</b>
000000127940 ALLEGHENY RESTORATION INC

**Solicitation Number:** CRFQ 0211 GSD1900000009

**Total Bid :** \$1,253,810.30      **Response Date:** 2019-01-23      **Response Time:** 12:12:16

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

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				\$1,253,810.30

Comm Code	Manufacturer	Specification	Model #
72153700			

<b>Extended Description :</b>	Parking Garage Rehabilitation: Base Bid
-------------------------------	---

Exhibit A Pricing Page

Revised 11/17/2019

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	\$ 484,685.32 -	Lump Sum	1	\$ 484,685.32 -

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	\$ 135.00 -	Square Foot	2288	\$ 308,880.00 -
Unit Price 1b: Concrete Repair (Partial Depth: Deck)	2.04.B	\$ 60.00 -	Square Foot	455	\$ 27,300.00 -
Unit Price 1c: Concrete Repair (Partial Depth: Overhead)	2.04.B	\$ 90.00 -	Square Foot	500	\$ 45,000.00 -
Unit Price 1d: Concrete Repair (Partial Depth: Wall)	2.04.B	\$ 75.00 -	Square Foot	287	\$ 21,525.00 -
Unit Price 1e: Concrete Repair: Galvanic Anode Installation	See Addendum 2, QAS	\$ 45.00 -	EA	900	\$ 40,500.00 -
Unit Price 2: Concrete Routing and Sealing Repair	2.04.C	\$ 4.50 -	Linear Foot	700	\$ 3,150.00 -
Unit Price 3: Crack Injection Repair	2.04.D	\$ 68.00 -	Linear Foot	90	\$ 6,120.00 -
Unit Price 4: Precast Member Joint Sealant Replacement	2.04.E	\$ 7.50 -	Linear Foot	16000	\$ 120,000.00 -
Unit Price 5: Concrete Control Joint Sealant Repair	2.04.F	\$ 5.50 -	Linear Foot	13200	\$ 72,600.00 -
Unit Price 6: Deck Drain Refurbishment	2.04.G	\$ 200.00 -	Each (Drain)	23	\$ 4,600.00 -
Unit Price 7: Deck Drain Replacement	2.04.H	\$ 1,500.00 -	Each (Drain)	23	\$ 34,500.00 -
Unit Price 8: Standpipe Refurbishment	2.04.I	\$ 20.00 -	Linear Foot	480	\$ 9,600.00 -
Unit Price 9: Replacement of Standpipes	2.04.J	\$ 57.00 -	Linear Foot	1	\$ 57.00 -
Unit Price 10: Electrical Conduit Replacement	2.04.K	\$ 33.70 -	Linear Foot	1390	\$ 46,843.00 -
Unit Price 11: Double Tee Connection Weld Repairs	2.04.L	\$ 200.00 -	Each (Connection)	1	\$ 200.00 -
Unit Price 12: Precast Lifting Point Plastic Cover	2.04.M	\$ 50.00 -	Each (Cover)	10	\$ 500.00 -
Unit Price 13: Lifting Wire Concrete Repair	2.04.N	\$ 75.00 -	Each (Location)	120	\$9,000.00 -
Unit Price 14: Stair Concrete Repair	2.04.O	\$ 75.00 -	Square Foot	70	\$5,250.00 -
Unit Price 15: Thin Concrete Cover Repair	2.04.P	\$ 45.00 -	Linear Foot	300	\$13,500.00 -
<b>TOTAL BASE BID AMOUNT (A+B1+B2+B3+B4+B5+C+D+E+F+G+H+I+J+K+L+M+N+O+P)=</b>					<b>\$ 1,253,810.30 -</b>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD190000009**

**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 checked="" 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 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.

Allegheny Restoration Inc.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

1-17-19

\_\_\_\_\_  
Date

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Allegheny Restoration Inc.

Name of Contracting Business Entity: \_\_\_\_\_ Address: 1165 Garden Street  
Greensburg, PA 15601

Name of Authorized Agent: Bryan Yarnell Address: 1165 Garden Street  
Greensburg, PA 15601

Contract Number: CRFQ GSD1900000009 Contract Description: Piedmont Parking Garage Rehab.

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

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

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Victoria Yarnell- President- 51% Ownership

William Yarnell- Vice President- 49% Ownership

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.

Bryan Yarnell

Signature: \_\_\_\_\_

Date Signed: 1-16-19

**Notary Verification**

State of Pennsylvania, County of Westmoreland:

I, \_\_\_\_\_, 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 16th day of JANUARY, 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  
LISA DRASKOVICH - Notary Public  
Westmoreland County  
My Commission Expires Mar 27, 2022  
Commission Number 1324441

Revised June 8, 2018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Allegheny Restoration, Inc.  
of 1165 Garden Street, Greensburg, PA as Principal, and Fidelity and Deposit  
Company of of 1299 Zurich Way, Schaumburg, IL 60196-1056 as Surety, are held and firmly bound unto the State of  
Maryland with its principal office in the City of Owings Mills, MD 5% of total bid for the payment of which,  
of West Virginia, as Obligee, in the penal sum of 5% of total bid 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  
Parking Garage 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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 23rd day of January, 2019.

Principal Seal

Allegheny Restoration, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or  
Duly Authorized Agent)

U-P  
(Title)

Surety Seal

Fidelity and Deposit Company of  
(Name of Surety) Maryland

  
Robert C. McCarthy, Jr., Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**



**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 **BRIAN M. HODGES, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert C. MCCARTHY, JR. and Felicia M. LOFTIS, both of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, 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 26th day of October, A.D. 2018.

**ATTEST:**

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



*Dawn E. Brown*

By: \_\_\_\_\_

*Assistant Secretary  
Dawn E. Brown*

*Brian M. Hodges*

\_\_\_\_\_  
*Vice President  
Brian M. Hodges*

State of Maryland  
County of Baltimore

On this 26th day of October, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **BRIAN M. HODGES, 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, 2019

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: Allegheny Restoration Inc.

Authorized Signature: [Signature] Date: 1-17-19

State of Pennsylvania

County of Westmoreland, to-wit:

Taken, subscribed, and sworn to before me this 21 day of JANUARY, 2019.

My Commission expires MARCH 27, 2022

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)

Commonwealth of Pennsylvania - Notary Seal  
LISA DRASKOVICH - Notary Public  
Westmoreland County  
My Commission Expires Mar 27, 2022  
Commission Number 1324441



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Kanawana, TO-WIT:**

I, Bryan Yarnell, after being first duly sworn, depose and state as follows:

1. I am an employee of Allegheny Restoration Inc.; and,  
(Company Name)
2. I do hereby attest that Allegheny Restoration Inc.  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D.**

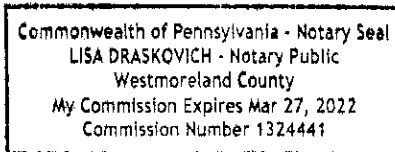
The above statements are sworn to under the penalty of perjury.

Printed Name: Bryan Yarnell  
 Signature: [Signature]  
 Title: Vice President  
 Company Name: Allegheny Restoration Inc.  
 Date: 1-17-19

Taken, subscribed and sworn to before me this 21 day of JANUARY, 2019.  
 By Commission expires 3/27/2022

(Seal)

[Signature]  
 (Notary Public)



State of West Virginia  
Purchasing Division

---

## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

---

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: CRFO GSD1900000009

Contract Purpose: Parking Garage Rehabilitation

Agency Requesting Work: State of West Virginia

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_

Vendor E-Mail: \_\_\_\_\_

\_\_\_\_\_