



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 | Clarification Request

Procurement Folder: 965369


Procurement Type: Central Purchase Order

Vendor ID: VS0000005904 

Legal Name: Pullman Power LLC

Alias/DBA:

Total Bid: \$4,253,330.00

Response Date: 02/08/2022 

Response Time: 11:42

Responded By User ID: PPL2000 

First Name: Gennifer

Last Name: Burns

Email: prequals@pullman-servic

Phone: 4108507000

SO Doc Code: CRFQ

SO Dept: 0211



SO Doc ID: GSD2200000023

Published Date: 2/3/22

Close Date: 2/8/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 4 WV State  
Capitol North Stair Repair Project   


Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 965369  
**Solicitation Description:** Addendum No. 4 WV State Capitol North Stair Repair Project  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-02-08 13:30	SR 0211 ESR02082200000004695	1

**VENDOR**  
VS0000005904  
Pullman Power LLC

**Solicitation Number:** CRFQ 0211 GSD2200000023  
**Total Bid:** 4253330  
**Response Date:** 2022-02-08  
**Response Time:** 11:42:23  
**Comments:**

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

<b>Vendor</b>		
<b>Signature X</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	Base Bid				4069154.00

Comm Code	Manufacturer	Specification	Model #
72151900			

Commodity Line Comments:

Extended Description:

Base Bid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Unit Price 1:Temporary Weather Enclosure	1.00000	MO	146008.000000	146008.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Unit Price 2: Overhead Protection	1.00000	MO	4571.000000	4571.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Unit Price 3:Construction Fence & Barriers	1.00000	MO	33597.000000	33597.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A



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

State of West Virginia  
Centralized Request for Quote  
Construction

Proc Folder: 965369

Doc Description: Addendum No. 4 WV State Capitol North Stair Repair Project

Reason for Modification:

Addendum No. 4

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-03	2022-02-08 13:30	CRFQ 0211 GSD2200000023	5

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

**VENDOR**

Vendor Customer Code: V\$0000005904

Vendor Name: Pullman Power, LLC

Address:

Street: 140 S. CAMPUS DRIVE

City: IMPERIAL

State: PA

Country: USA

Zip: 15126

Principal Contact: MARK A. BOTT

Vendor Contact Phone: 412-505-0955

Extension:

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey

(304) 558-0094

melissa.k.pettrey@wv.gov

Vendor

Signature X

FEIN# 52-2264809

DATE 2-8-22

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

**ADDITIONAL INFORMATION**

Addendum No. 4

Addendum No. 4 is issued to publish and distribute the attached information to the vendor community.  
\*\*\*\*\*Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("Agency" and "Owner") to establish a contract for Selective Demolition, (of the WV Capitol North Stairs) Cataloging, Removal, Storage (on-site) in a weather enclosed structure, and providing Access and Assistance to the Engineer (WDP & Associates) serving as the Architect on this project per the specifications, project plans, and terms and conditions as attached hereto.

**INVOICE TO**

DEPARTMENT OF  
ADMINISTRATION  
GENERAL SERVICES  
DIVISION  
112 CALIFORNIA AVENUE,  
5TH FLOOR  
CHARLESTON WV  
US

**SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
GENERAL SERVICES  
DIVISION BLDG 1  
1900 KANAWHA BLVD E  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Bid	1	LS		\$4,069,154.00

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description:**

Base Bid

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1 RM MB12 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Unit Price 1: Temporary Weather Enclosure	1.00000	MO	\$ 146,008.00	

Comm Code	Manufacturer	Specification	Model #
72153402			

**Extended Description:**

Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1 RM MB12 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Unit Price 2: Overhead Protection	1.00000	MO	\$ 4,571.00	

Comm Code	Manufacturer	Specification	Model #
72153402			

**Extended Description:**

Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.



INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1 RM MB12 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Unit Price 3:Construction Fence & Barriers	1.00000	MO	<b>\$33,597.00</b>	

Comm Code	Manufacturer	Specification	Model #
72153402			

**Extended Description:**

Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid meeting @ 10 AM	2021-12-15
2	Vendor Question Deadline @ 3 PM	2021-12-20

	Document Phase	Document Description	Page 5
GSD2200000023	Final	Addendum No. 4 WV State Capitol North Stair Repair Project	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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.

Pullman Power, LLC, MARK A. BOTT, Branch Director  
(Name, Title)  
Mark A. Bott, Branch Director  
(Printed Name and Title)  
140 S. CAMPUS DRIVE, IMPERIAL PA 15126  
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Pullman Power, LLC  
(Company)

 Mark A. Bott, Branch Director  
(Authorized Signature) (Representative Name, Title)

Mark A. Bott, Branch Director  
(Printed Name and Title of Authorized Representative)

2-8-2022  
(Date)

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

REQUEST FOR QUOTATION  
WV State Capitol North Stair Repair Project, Phase 1  
CRFQ GSD2200000023

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**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. Vendors 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 a replacement fee if the cards or keys become lost or stolen.

14.3. Vendor shall notify the 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

**Telephone Number:** 412-505-0955

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

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

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

**Name:** Aaron Armstrong  
**Telephone Number:** (304) 352-5534  
**Fax Number:** (304) 558-1475  
**Email Address:** Aaron.M.Armstrong@wv.gov

**16. Initial Decision Maker:** WDP & Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

REQUEST FOR QUOTATION  
WV State Capitol North Stair Repair Project, Phase 1  
CRFQ GSD2200000023

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**EXHIBIT A – PRICING PAGE**

Name of Bidder: Pullman Power, LLC

The bidder, being familiar with and understanding the Bidding Documents, and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies, and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

**Commodity Line 1 - Base Bid (all inclusive lump sum bid for all Contract Services):**

\$ 4,069,154.00 (A)

FOUR MILLION SIXTY-NINE THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS  
(Show amount in both words and numbers)

**Commodity Line 2 – Unit Price (Temporary Weather Enclosure):**

Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.04.A.

\$ 146,008.00 (B)

ONE HUNDRED FORTY-SIX THOUSAND EIGHT DOLLARS  
(Show amount in both words and numbers)

**Commodity Line 3 – Unit Price (Overhead Protection):**

Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.04.B.

\$ 4,571.00 (C)

FOUR THOUSAND FIVE HUNDRED SEVENTY ONE DOLLARS  
(Show amount in both words and numbers)

**Commodity Line 4 – Unit Price (Construction Fence & Barriers):**

Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.04.C

\$ 33,597.00 (D)

THIRTY-THREE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS  
(Show amount in both words and numbers)

**Total Bid Amount – (Sum of A+B+C+D)**

\$ 4,253,330.00 (E)

FOUR MILLION TWO HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED THIRTY DOLLARS  
(Show amount in both words and numbers)

**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.

[illegible]

**Attach additional pages if necessary**

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0211 GSD2200000023

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

 Mark A. Bott  
Authorized Signature

2-8-22  
Date

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

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: 2-8-2022

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 8th day of February, 2022

My Commission expires May 1, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Leann M. Kliza

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

*Purchasing Affidavit (Revised 01/19/2018)*





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

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 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: Mark A. Bott

Signature: [Signature]

Title: Branch Director

Company Name: Pullman Power, LLC

Date: 2-8-2022

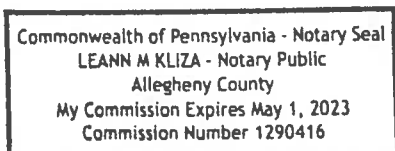
Pennsylvania  
STATE OF ~~WEST VIRGINIA~~,

COUNTY OF Allegheny, TO-WIT:

Taken, subscribed and sworn to before me this 8<sup>th</sup> day of February, 2022.

By Commission expires May 1, 2023

(Seal)



Leann M Kliza  
(Notary Public)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pullman Power, LLC  
of 140 S. Campus Dr., Imperial, PA 15126, as Principal, and Fidelity and Deposit Company of Maryland  
of 1299 Zurich Way, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Schaumburg, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% of bid) 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 North Stair Repair Project - Phase I

**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 Oblige 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 8 day of February, 2022.

Principal Seal

Pullman Power, LLC

(Name of Principal)

By Mark A. Bott  
(Must be President, Vice President, or  
Duly Authorized Agent)

Branch Director, Asst. Secretary  
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

Catherine Thompson  
Attorney-in-Fact  
Catherine Thompson

**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 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 **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT**, all of Charlotte, North Carolina, **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 16th day of August, 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 16th day of August, 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, 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*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



## 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 8 day of February, 2022



*Brian M. Hodges*

Brian M. Hodges, 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

# 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**

**Expiration Date**

AUGUST 03, 2021

AUGUST 03, 2022



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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