



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 591708

Doc Description: Addendum #2- Eastridge Health Systems Brick Masonry Repairs

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-07	2019-09-04 13:30:00	CRFQ 0506 BHS2000000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

PULLMAN POWER
 180 Bilmar Drive Suite 5
 412-505-0955

RECEIVED
 2019 SEP 4 AM 10:29
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

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

Signature X  Mark A. BOTT FEIN # 52-2264809 DATE 09/03/2019

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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

August 8, 2019, at 10:00 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 12, 2019, at 3:00 PM EST

Submit Questions to: April Battle, File #22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Eastridge Health Systems Brick Masonry Repairs
BUYER: April Battle, File #22
SOLICITATION NO.: CRFQ 0506 BHS2000000001
BID OPENING DATE: August 19, 2019
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 19, 2019, at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ⁷⁵_____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

West Virginia Contractors License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Workers Compensation

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

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

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: PULLMAN POWER LLC

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

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

Attach additional pages if necessary

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

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

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

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

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

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

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

Chelsea Song, Estimator

(Name, Title)

(Printed Name and Title)

180 Bilmar Drive Suite 5 Pittsburgh, PA 15205

(Address)

Direct 412-505-7940 Fax 412-505-0958

(Phone Number) / (Fax Number)

csong@pullman-services.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pullman Power LLC

(Company)

 Mark A. Bott Sr. PROJECT MANAGER

(Authorized Signature) (Representative Name, Title)

Mark A. Bott Sr. Project Manager

(Printed Name and Title of Authorized Representative)

09/03/2019

(Date)

Phone: 412-505-0955 Fax: 412-505-0958

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 BHS2000000001

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 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

09/03/2019

Date

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

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

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources Bureau for Behavior Health to establish a contract for Eastridge Health Systems Brick Masonry Repairs. Pickering Associates is serving as the Architect on this project.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means brick masonry repairs as more fully described in these specifications and the Specifications/Project Manual.

 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual. State of West Virginia – AIA A201-2017 Supplementary Conditions to General Conditions of the Contract for Construction.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five projects (with project information) that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request,

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

through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

4.2. West Virginia Contractors License

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold 10%, refer to State of West Virginia Supplementary Conditions, from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

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

- 9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by 60 days after notice to proceed and final completion by 75 days after notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
- 11. LIQUIDATED DAMAGES:** \$250.00 for each day that the vendor does not meet the specifications of the contract.
- 12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

WV Purchasing Division Website

Free of Charge

Copies of project plans can be examined at the following locations

Kanawha Valley Builders Assoc.

Pittsburgh Builders Exchange

Contractors Assoc. of WV

Reed Construction Data

Construction Employers Assoc. of North Central WV

McGraw-Hill Dodge Reports

- 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:

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

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

15. MISCELLANEOUS:

15.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Zack Blume

Telephone Number: 412-505-0955

Fax Number: 412-505-0958

Email Address: zblume@pullman-services.com

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

Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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

16. Initial Decision Maker: _____, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



Document A305™ – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: West Virginia Department of Health and Human Resources

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

SUBMITTED BY: Pullman Power, LLC

NAME: Chelsea Song

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

PRINCIPAL OFFICE: 10150 Old Columbia Road
Columbia, MD 21046

- Corporation
- Partnership
- Individual
- Joint Venture
- Other Limited Liability Company

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

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)* See attached list of services

§ 1. ORGANIZATION

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

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

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

N/A

ADDITIONS AND DELETIONS:

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

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

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

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

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

N/A

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

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

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

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

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

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

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

§ 2. LICENSING

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

See attached list of State Licenses

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

§ 3. EXPERIENCE

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

See attached list of services

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

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

No

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

No

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

No

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

No

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

See attached list for current construction projects

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

See attached

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

See attached list for project references

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

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

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

See attached experience list for key individuals

§ 4. REFERENCES

§ 4.1 Trade References:

See attached list of trade references

§ 4.2 Bank References:

See attached for bank reference

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland (Zurich)

§ 4.3.2 Name and address of agent:

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

§ 5. FINANCING

§ 5.1 Financial Statement.

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

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

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User Notes:

(1348817777)

Net Fixed Assets;

Other Assets;

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

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

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

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

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

No

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

Structural Group, Inc. is the parent company of Pullman SST, Inc.

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

Not applicable

§ 6. SIGNATURE

§ 6.1 Dated at this 3rd day of September 2019

Name of Organization: Pullman Power LLC

By: [Signature] MATEKA GOTT

Title: Sr. Project Manager

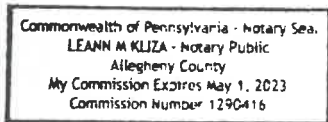
§ 6.2

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

Subscribed and sworn before me this 3rd day of September 2019

Notary Public: [Signature] LEANN M KLIZA

My Commission Expires: May 1, 2023



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

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

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

PAGE 1

SUBMITTED TO: West Virginia Department of Health and Human Resources

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

SUBMITTED BY: Pullman Power, LLC

NAME: Chelsea Song

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

PRINCIPAL OFFICE: 10150 Old Columbia Road
Columbia, MD 21046

...

Other Limited Liability Company

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

...

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

§ 1 ORGANIZATION

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

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

...

N/A

PAGE 2

N/A

...

Maryland Limited Liability Company
Robert Charles, President

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User Notes:

(1348817777)

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

§ 2 LICENSING
§ 2. LICENSING

See attached list of State Licenses

...

§ 3 EXPERIENCE
§ 3. EXPERIENCE

See attached list of services

...

No

...

No

PAGE 3

No

...

No

...

See attached list for current construction projects

...

See attached

...

See attached list for project references

...

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

...

See attached experience list for key individuals

§ 4 REFERENCES
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...

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

§ 5 FINANCING

§ 5. FINANCING

PAGE 4

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

...

No

...

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

...

Not applicable

§ 6 SIGNATURE

§ 6. SIGNATURE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:37:38 ET on 08/27/2019 under Order No. 5866220437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

 Mark A. BOTT
(Signed)

Sr. PROJECT MANAGER
(Title)

09 / 03 / 2019
(Dated)

About PULLMAN



www.pullman-services.com

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

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

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

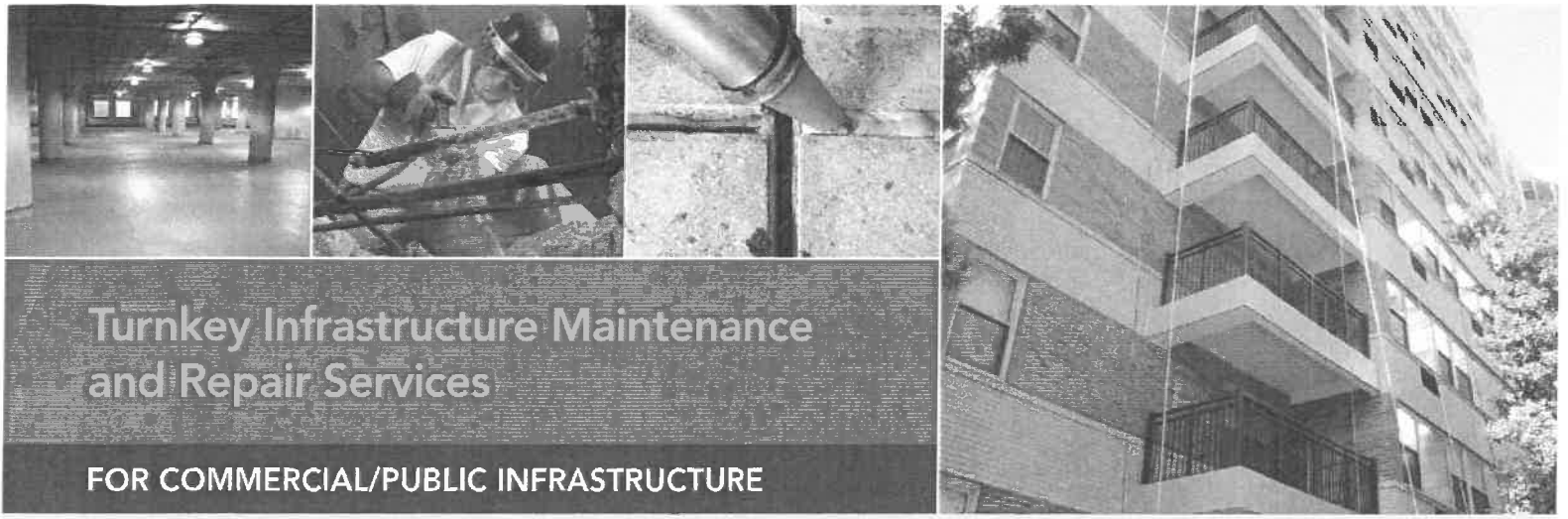
Comprehensive Repair and Restoration Capabilities

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

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

Turnkey Solutions. Seamless Integration.

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



Turnkey Infrastructure Maintenance and Repair Services

FOR COMMERCIAL/PUBLIC INFRASTRUCTURE

Specialized Expertise for Commercial Properties

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

Our specialty maintenance & repair services include:

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

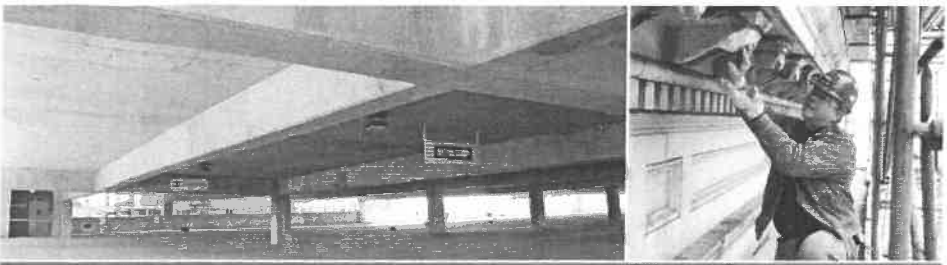
PULLMAN has expertise in performing maintenance & repair services for a variety of building types, including:

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

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

Why Choose PULLMAN?

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



PULLMAN

A Structural Group Company

Turnkey Infrastructure Maintenance and Repair Services

APPROACH & SOLUTIONS



Maintenance

REACTIVE

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

PROACTIVE

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

Repair

IDB (INVESTIGATE-DESIGN-BUILD)

A Turnkey Approach for Major Repairs

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



Reach out today for a free walk-through of your facility!
 866-485-8797
www.pullman-services.com

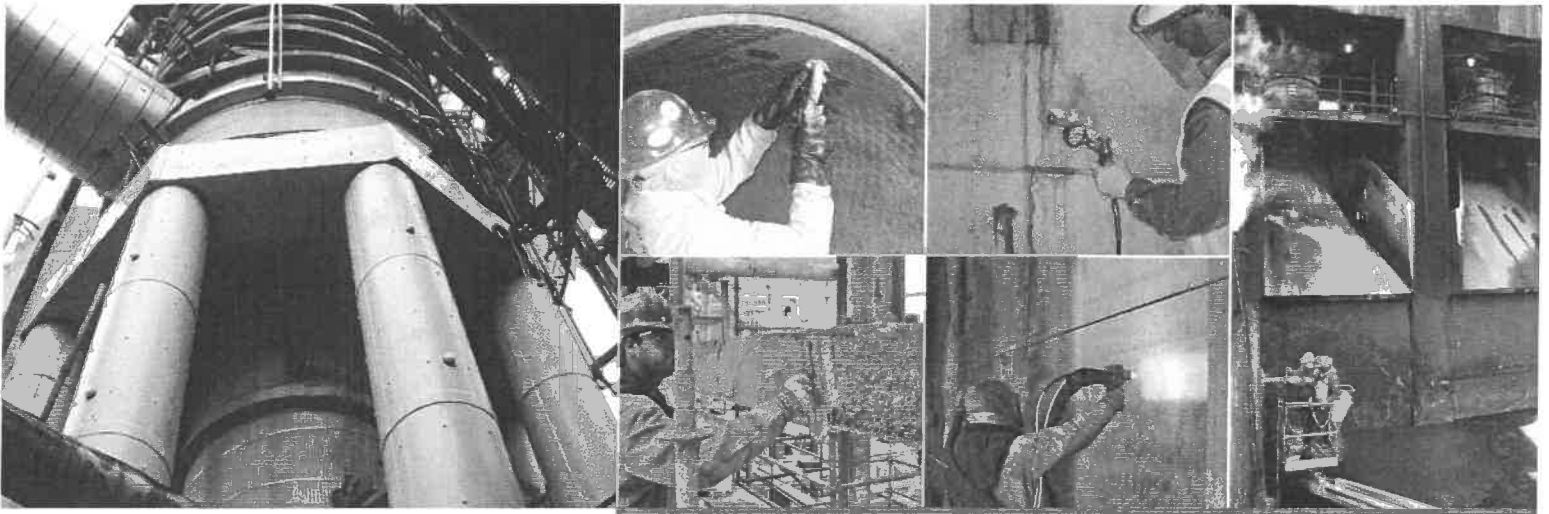
Benefits of IDB:

Less Surprises	Cost Savings	Phased Efficient Design	Long Term Solutions
Team approach to investigation minimizes unforeseen conditions and insures a thorough understanding of the needed scope	Involving PULLMAN early on creates alternative solutions, value engineering options and more accurate cost estimates	Early start to construction; Design when you need it reduces schedule; Less defensive drawing increases design efficiency	Single source responsibility from design through warranty (no finger pointing)

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



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



PULLMAN

A Structural Group Company

Specialty Contracting Services
for Power and Industrial Facilities

www.pullman-services.com

Specialty Repair & Maintenance

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

Design-Build New Construction Services

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

Quality Specialty Contracting Services Since 1902

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

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

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

888-875-2299



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

PULLMAN Safety 24/7



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

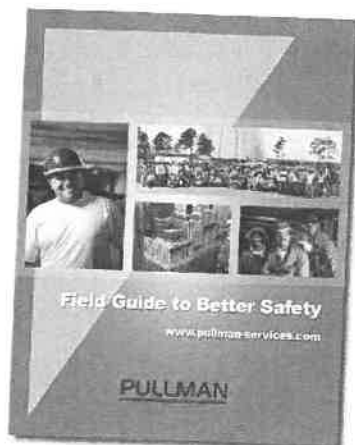
PULLMAN's Dedication to Safety

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

Frontline Safety Strategies

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

Field Guide to Better Safety



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

PULLMAN QA / QC



Approach to Quality Assurance / Quality Control

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

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

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

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

Licensing & Registration_Pullman Power, LLC

State	Licensing & Registration: Name/Description	Type	License/Registration #	Work Classifications	Status	Expiration Date
AK	AK - State Bus License/Registration	State Bus License/Registration	283499		Completed - Received	12/31/2019
AK	AK - State Contractor License	State Contractor License	CONE27779	General Contractor Without Residential Contractor Endorsement	Completed - Received	12/31/2021
AL	AL - State Contractor License	State Contractor License	38493	H/RR-5 Chimney and Silo	Completed - Received	5/31/2020
AR	AR - State Contractor License	State Contractor License	191030118	Building - Commercial and Residential	Completed - Received	1/31/2020
AZ	AZ - State Contractor License	State Contractor License	167187	Specialty - Incinerator and Stack Construction	Completed - Received	7/31/2021
CA	CA - State Contractor License	State Contractor License	1025201	CR-5 Industrial Chimneys	Completed - Received	3/31/2021
CO	CO - State Contractor License	State Contractor License	N/A	A - General Engineering	No Requirement	
CT	CT - State Contractor License	State Contractor License	MCO.0903681	Major Contractor	Completed - Received	6/30/2020
DE	DE - State Bus License/Registration	State Bus License/Registration	2009100677	Non-Resident Contractor	Completed - Received	12/31/2020
DE	DE Contractors License - NOT REQUIRED	State Contractor License	N/A	N/A	No Requirement	
DC	DC Contractors License - NOT REQUIRED	State Contractor License	N/A	N/A	No Requirement	
DC	DC - Basic Business License	State Bus License/Registration	N/A		No Requirement	
FL	FL - State Contractor License	State Contractor License	CGC1505370	General Contractor	Not Needed/Not Requested	
GA	GA - State Contractor License	State Contractor License	GCC0005877		Completed - Received	8/31/2020
HI	HI - State Contractor License	State Contractor License	N/A		Completed - Received	6/30/2020
IA	IA - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
ID	ID - Registration Bureau of Occupational Licenses	State Bus License/Registration	C112277	General Registration	Completed - Received	1/25/2020
IL	IL - State Contractor License	State Contractor License	N/A		Not Needed/Not Requested	
IN	IN - State Contractor License	State Contractor License	N/A		No Requirement	
KS	KS - State Contractor License	State Contractor License	N/A		No Requirement	
KY	KY - State Contractor License	State Contractor License	N/A		No Requirement	
LA	LA - State Contractor License	State Contractor License	N/A		No Requirement	
MA	MA - State Contractor License	State Contractor License	14060	Specialty: Chimney Construction	Completed - Received	2/15/2021
ME	ME - State Contractor License	State Contractor License	N/A		No Requirement	
MI	MI - State Contractor License	State Contractor License	N/A		No Requirement	
MD	MD - State Business License (Contractor)	State Bus License/Registration	13446039	General Registration Only	No Requirement	
MD	MD - State Contractor License	State Contractor License	N/A		Completed - Received	4/30/2020
MN	MN - State Contractor Registration	State Contractor License	N/A		No Requirement	
MO	MO - State Contractor License	State Contractor License	N/A		Completed - Received	
MS	MS - State Contractor License	State Contractor License	15766-SC	Cooling Towers & Accessories	No Requirement	
MT	MT - State Contractor License	State Contractor License	55656	General Registration	Completed - Received	11/15/2019
NC	NC - State Contractor License	State Contractor License	53750	General Contracting: Building	Completed - Received	4/26/2021
ND	ND - State Contractor License	State Contractor License	11544900	Class A	Completed - Received	12/31/2019
NE	NE - State Contractor License	State Contractor License	35485	NO. 31489	Submitted to Agency	3/1/2020
NH	NH - State Contractor License	State Contractor License	N/A	General Registration	Completed - Received	9/1/2020
NJ	NJ - Home Improvement Contractor	State Contractor License	N/A		No Requirement	
NM	NM - State Contractor License	State Contractor License	354184	GB98 - General Building	Not Needed/Not Requested	
NV	NV - State Contractor License B - General Building	State Contractor License	83456	B General Building	Completed - Received	10/31/2019
NV	NV - State Contractor License C40 Classification	State Contractor License	66284	General Building, C-40 Unclassified (Chimney)	Completed - Received	4/30/2020
NY	NY - State Contractor License	State Contractor License	N/A		Completed - Received	9/30/2019
OH	OH - State Contractor License	State Contractor License	N/A		No Requirement	
OK	OK - State Contractor License	State Contractor License	N/A		No Requirement	
OR	OR - State Contractor License	State Contractor License	188262	Commercial General Contractor - Level 1	No Requirement	
PA	PA - State Contractor License	State Contractor License	N/A		Completed - Received	10/6/2019
RI	RI - State Contractor License	State Contractor License	N/A		No Requirement	
SC	SC - State Contractor License	State Contractor License	G106976	General Contractor BD-5 Building - Unlimited	Not Needed/Not Requested	
SD	SD - State Contractor License	State Contractor License	N/A		Completed - Received	10/31/2020
				Specialty: Design, repair, construction and Maintenance of Concrete Chimneys, Stacks and Silos		
TN	TN - State Contractor License	State Contractor License	56569	BC-19 Concrete		
TX	TX - State Contractor License	State Contractor License	N/A	BC-B; LMC	Completed - Received	1/31/2020
UT	UT - State Contractor License	State Contractor License	7257868-5551	E-100 General Engineering	No Requirement	
VA	VA - State Contractor License	State Contractor License	2705 081659A	Class A - CIC (Commercial Improvement)	Completed - Received	11/30/2019
VT	VT - State Contractor License	State Contractor License	N/A		Completed - Received	1/31/2020
WA	WA - Dept. of Labor and Industries Construction Cont	State Contractor License	CCPULLMPL990BB	CC01-General - Construction Contractor	No Requirement	
WI	WI - State Contractor License	State Contractor License	N/A		Completed - Received	4/9/2021
WV	WV - State Contractor License	State Contractor License	WV032832	General Building	No Requirement	
WY	WY - State Contractor License	State Contractor License	N/A		Completed - Received	8/3/2020
Total	Count	56			No Requirement	

PULLMAN

A Structural Group Company

General Contractor

Structural Steel Erection and Assembly

Boiler Repair

Boiler Troubleshooting

Building Construction

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

Demolition

Chimney and Stack Demolition

Drilling

Pier and Grade Beam Foundation

Metals

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

Painting

Linings and Coatings

Rail

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

Scaffolding

Tanks

Linings and Coatings
Construction

Welding

Structural

Civil

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

Cooling Tower

Pipeline Construction/Maintenance

Coatings Repair
Install Liners

Iron Work

Ornamental Iron

General Contractor -

Chimney and Stack Construction and
Maintenance

General Contractor -

Specialized Rigging and Lifting (Without
use of cranes)

Electric

Cathodic Protection - Installation

Insulation

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

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

Janitorial
Window Washing Equipment
Building / Glass Cleaning

Roofing

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

Structural Repair

Curtain walls

Rainscreen

Refinishing - Metal, Stone and Wood

Inspection

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

Consultant

Engineering
Civil
Cathodic Protection

Safety

Fireproofing/Fire stopping

Resume

Bob Charles, P.E.

Structural Group
Principal

Background Experience:

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

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

Core Competencies:

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

Professional Participation:

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

Relevant Professional Publications:

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

Professional Registration and Licenses

- Professional Engineer in Maryland

Past Positions:

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



EDUCATION

- Bachelors in Civil Engineering – University of Delaware

YEARS OF EXPERIENCE

- 23

YEARS WITH FIRM

- 23

PULLMAN

TRADE REFERENCES

Diamond Tool

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

Discovery Associates

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

Redy-Mixt Konkrete

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

PULLMAN

BANK REFERENCES

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

Ms. Heather Torzok
410-332-5208

BONDING COMPANY

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

Agent: Bob Chlada
443-798-7471

BONDING CAPACITY

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

DUN & BRADSTREET NUMBER

82-460-4060

FEDERAL ID NUMBER

22-3270937

NAICS Code

238110 (Primary)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	CONTACT NAME: Certificates Administrator PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798-7290 E-MAIL ADDRESS: BW2.BSD.Certs@ajg.com														
INSURED Pullman Power, LLC 10150 Old Columbia Road Columbia, MD 21046	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Co</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : New Hampshire Insurance Co	23841	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : XL Specialty Insurance Company	37885														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1825833180 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6938932	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2867423	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00062096L19A	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	063724479	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER <div style="text-align: center; height: 50px;">Sample</div>	CANCELLATION <p style="text-align: center; font-size: small;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p style="text-align: center; font-size: x-small;">AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> _____ </div>
--	--

PULLMAN

A Structural Group Company

SAFETY POLICY

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

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



Peter H. Emmons
President



Gallagher

Insurance | Risk Management | Consulting

July 29, 2019

To Whom It May Concern:

RE: Experience Modification
Risk ID# 910184083
Pullman Power, LLC

Dear Sirs:

Per the National Council of Compensation Insurance, Inc. (NCCI), please accept this letter as evidence of the historical Experience Modification Factors for Pullman Power, LLC.

7/1/19-20	.53
7/1/18-19	.55
7/1/17-18	.64

Please contact us with any questions.

Sincerely,

Tina Bierman

Tina Bierman
Client Service Manager
443-798-7465

Structural Group, Inc. and Subsidiaries

Consolidated Financial Report
September 30, 2018

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Supplementary information	
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Consolidating statement of income	29-32



Independent Auditor's Report

RSM US LLP

To the Board of Directors
Structural Group, Inc.

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

RSM US LLP

Baltimore, Maryland
December 21, 2018

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Structural Group, Inc. and Subsidiaries

**Consolidated Balance Sheets
September 30, 2018 and 2017**

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

See notes to consolidated financial statements.

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

Structural Group, Inc. and Subsidiaries

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

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

See notes to consolidated financial statements.

Structural Group, Inc. and Subsidiaries

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

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

See notes to consolidated financial statements.



AIA[®] Document G705[™] – 2001

List of Subcontractors

PROJECT: *(Name and address)*

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

DATE:

09/03/2019

TO ARCHITECT: *(Name and address)*

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

ARCHITECT'S PROJECT NUMBER:

2189016

FROM CONTRACTOR: *(Name and address)*

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

CONTRACTOR'S PROJECT NUMBER:

557084

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

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

WV Jobs Act Affidavit

West Virginia Code §12-1C states:

(a) Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

(b) Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

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

Definitions:

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

(2) (A) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry;

(B) The term "employee" does not include:

(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;

(ii) Bona fide independent contractors; or

(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

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

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

(5) The term "public authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

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

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

Applicability and Reporting:

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

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

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

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

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

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

Vendor's Name Pullman Power LLC

Authorized Signature  Date 09/03/2019

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Pullman Power Address: 180 Bilmar Drive, Suite 5

Pittsburgh, PA 15205

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

Contract Number: _____ Contract Description: Eastridge Health Systems Brick Masonry Repairs

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

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Structural Group, Inc. owns 100% of Pullman Power

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

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

Signature:  Mark A Bott

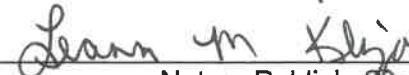
Date Signed: 09/03/2019

Notary Verification

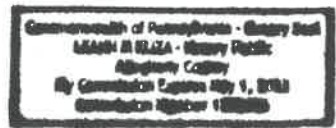
State of Pennsylvania, County of Allegheny:

I, Mark Bott, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 3rd day of September, 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: _____



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: [Signature] Mark A BOTT Date: 09/03/2019

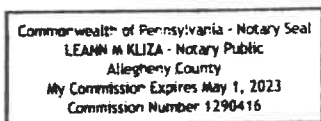
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of September, 2019.

My Commission expires MAY 1, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature] Leann M Kliza

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

State of _____

County of _____, to-wit:

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

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

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

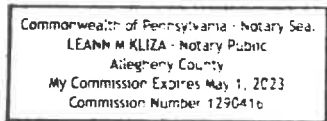
The above statements are sworn to under the penalty of perjury.

Mark A Bott Sr. Project Manager [Signature] 09/03/2019
 Name Title Signature Date

State of Pennsylvania

County of Allegheny

Sworn to before me, a notary public, by _____ on
3rd day of September 2019.



Leann M Kliza
Notary Public

My Commission Expires:
May 1, 2023



State of West Virginia
 Department of Administration
 Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

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

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

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

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
General Services	10/2018	\$13M	Capitol Building Dome Repairs	5 days per week.
(The project of this bid will be operated by a different and separate team, and will not be interfered by the operations of Capitol Building Dome Repairs project.)				

Check here if additional sheets are attached

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

Mark A Bott
 Printed Name

09/03/2019
 Date

Signature

LOW BIDDER'S FINANCIAL RESPONSIBILITY AFFIDAVIT

State of _____

County of _____

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

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

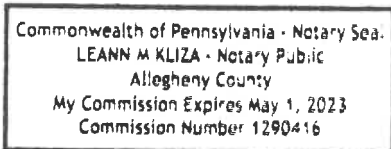
[Signature]
Signature

09/03/2019
Date

Sworn to before me, a notary public, by _____
on 3rd day of September 2019.

Leann M. Kliza
Notary Public

My Commission Expires:
May 1, 2023



No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

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

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

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

Vendor’s Name: Pullman Power LLC

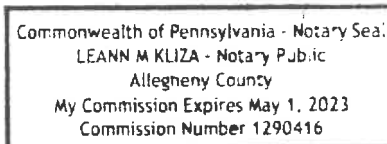
Authorized Signature [Signature] Date 09/03/2019

Sworn to before me, a notary public, by _____

on 3rd day of September 2019.

[Signature]
Notary Public

My Commission Expires: May 1, 2023



No Debt Affidavit

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV032832

Classification:
GENERAL BUILDING

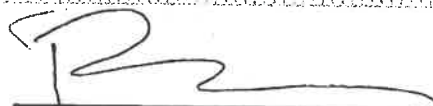
PULLMAN POWER LLC
DBA PULLMAN POWER LLC
10150 OLD COLUMBIA RD
COLUMBIA, MD 21046

Date Issued

Expiration Date

AUGUST 03, 2019

AUGUST 03, 2020



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

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

PO Box 50130
Charleston, WV 25305-0130

1.02 FOR:

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

1.03 DATE: 09/04/2019 (BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name Pullman Power LLC
 - 1. Address 180 Bilmar Drive Suite 5
 - 2. City, State, Zip Pittsburgh, PA 15205

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: two hundred four thousand three hundred and twenty-nine dollars
(\$ 204,329), in lawful money of the United States of America.
- C. Alternate No. 1 (East Elevation Third Floor Sill Repairs): (Circle One) ADD/DEDUCT twelve thousand two hundred and ninety-five dollars
(\$ 12,295), in lawful money of the United States of America.
- D. Alternate No. 2 (East Elevation Second Floor Sill Repairs): (Circle One) ADD/DEDUCT twelve thousand nine hundred and fourteen dollars
(\$ 12,914), in lawful money of the United States of America.
- E. Alternate No. 3 (North Elevation Soffit & Sill Repairs): (Circle One) ADD/DEDUCT eighteen thousand one hundred and twenty-five dollars
(\$ 18,125), in lawful money of the United States of America.
- F. Alternate No. 4 (Courtyard Elevation Soffit & CHW Repairs): (Circle One) ADD/DEDUCT thirty-nine thousand seven hundred and seven dollars
(\$ 39,707), in lawful money of the United States of America.
- G. Alternate No. 5 (South Elevation Second & Third Floor Sill Repairs): (Circle One) ADD/DEDUCT seven thousand seven hundred and twenty-five dollars
(\$ 7,725), in lawful money of the United States of America.
- H. We have included the required security deposit as required by the Instruction to Bidders.
- I. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- J. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

1.06 ACCEPTANCE

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


1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 08/05/2019.
 - 2. Addendum # 2 Dated 08/07/2019.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.08 BID FORM SUPPLEMENTS

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

1.09 BID FORM SIGNATURE(S)

- A. Pullman Power LLC
- B. (Bidder - print the full name of your firm)
- C.  SR. PROJECT MANAGER
- D. (Authorized signing officer, Title) MARK A. BOTT

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

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pullman Power, LLC
of Columbia, MD, as Principal, and Fidelity and Deposit Company of
Maryland of Schaumburg, IL, a corporation organized and existing under the laws of the State of IL
with its principal office in the City of IL, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Eastridge Health Systems Brick Masonry Repairs - Building envelope masonry repairs

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the 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 4th day of September, 2019.

Principal Seal



Surety Seal

Pullman Power, LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Robert Charles
Authorized Agent)
President
(Title)

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Robert A. Chlada 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.

ACKNOWLEDGMENTS

Acknowledgment 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 _____ 20 _____
6. Notary Seal _____ 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment 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. 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 3rd day of September 20 19
16. Notary Seal _____ 17: E.C.B.
(Notary Public)
18. My commission expires on the 9th day of June 20 20

Acknowledgment 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. Chiada
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 4th day of September 20 19
26. Notary Seal _____ 27: Diane S. Loughry
(Notary Public)
28. My commission expires on the 16th day of November 20 20

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____

(Deputy Attorney General)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARVAT, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of July, A.D. 2019.

ATTEST:

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



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 31st day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed 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 4th day of September, 2019.



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