



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

Request for Quotation

RFQ NUMBER
DCH08004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR TO

RFQ COPY
 TYPE NAME/ADDRESS HERE
**Paramount Builders, LLC
 P.O. Box 1370
 St. Albans, W.V.
 25177**

SHIP TO

**DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 07/12/2007 | | | | |

BID OPENING DATE: **07/31/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| REQUEST FOR QUOTATION | | | | | | |
| <p>THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY IS SOLICITING BIDS FOR REPAIRS TO THE PLAZA DECK DRAIN PIPING AND THE INVESTIGATION AND REPAIR TO THE BASE OF THE LOWER LEVEL WALL AT THE WEST VIRGINIA CULTURAL CENTER, LOCATED ON THE CAPITOL COMPLEX IN CHARLESTON, WV.</p> <p>PLANS FOR THE WORK MAY BE OBTAINED BY CONTACTING:</p> <p>MARK W. LYNCH MANAGER FOR FACILITY OPERATIONS PHONE: 304-558-0220 EXT. 160 FAX: 304-558-2779</p> <p>ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, JULY 25, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: SMURRAY@WVADMIN.GOV</p> | | | | | | |

RECEIVED
 2007 JUL 31 A 11:18
 PURCHASING DIVISION
 STATE OF WV

| | | | |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Dwight Docter</i> | TELEPHONE 304-727-2770 | DATE 7/31/07 | |
| TITLE President | FEIN # 550783089 | ADDRESS CHANGES TO BE NOTED ABOVE | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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| 0001 | | EA | | 968-20 | | |
| BUILDING CONSTRUCTION EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE | | | TELEPHONE | DATE | | |
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| <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> | | | | | | |

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| <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS</p> | | | | | | |

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| <p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR</p> | | | | | | |
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| <p>DATE. REV. 11/96 EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS.:</p> <p>NO. 1 NO. 2 NO. 3 NO. 4 NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>David Foster</i> SIGNATURE <i>Paramount Builders, LLC</i> COMPANY <i>7/31/07</i> DATE REV. 11/96</p> | | | | | | |

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| CONTRACTORS LICENSE | | | | | | |
| WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. | | | | | | |
| WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. | | | | | | |
| BIDDER TO COMPLETE: | | | | | | |
| CONTRACTORS NAME: <i>Paramount Builders, LLC</i> | | | | | | |
| CONTRACTORS LICENSE NO.: <i>wv # 032815</i> | | | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT | | | | | | |
| APPLICABLE LAW | | | | | | |
| THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. | | | | | | |
| ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR | | | | | | |

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| <p>ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SM/BUYER 31-----</p> <p>REQ. NO.: DCH08004-----</p> <p>BID OPENING DATE: 07/31/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> | | | | | | |

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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304.722.4230</i> | | | | | | |
| PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>DERICK FOSTER</i> | | | | | | |
| ***** THIS IS THE END OF RFQ DCH08004 ***** TOTAL: | | | | | | <i>\$ 173,000.</i> |

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REQUEST FOR QUOTATION

SELECTIVE REPAIRS TO THE PLAZA DRAINS AND
BELOW GRADE EXTERIOR WALL

PROJECT MANUAL

WEST VIRGINIA DIVISION OF CULTURE AND HISTORY
THE CULTURAL CENTER
1900 KANAWHA BOULEVARD EAST
CHARLESTON, WEST VIRGINIA

West Virginia Division of Culture & History
Selective Repairs to the Plaza Drains
and Below Grade Exterior Wall
Request for Quotation

Location: The Cultural Center (Building 9) is located on the Capitol Complex at 1900 Kanawha Boulevard East, in Charleston, West Virginia.

Background Narrative:

The Cultural Center was opened in 1976.

In the Lower Level, Southeast corner of the Cultural Center near Column line A-5 it was observed that, during periods of high water saturation of the soil combined with periods of prolonged or heavy periods of rain, water would stream into the interior space of the building. Subsequent investigation revealed the following:

- 1) Immediately next to Column A-5 a void, of approximately 3 to 4 cubic feet in volume was observed at the base of the poured concrete wall immediately next to Column A-5. This void seems to extend through the exterior wall. It is speculated that, during construction of the building in 1975, the formwork was not cleared of excess soil prior to the concrete pour for the wall.
- 2) The volume of water being introduced into the building seemed to be out of proportion to simple ground water seepage. To verify this observation, dye tablets were introduced into the Plaza Deck storm drains on either side of Column A-5. These drains are located approximately twelve (12) feet north and south of Column A-5. Dye was later observed in the water streaming into the building. This indicates damage to the 4 inch underground drain lines.
- 3) A temporary repair was put in place, consisting of pouring builders sand into the suspected void, until more permanent repairs could take place.

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

- 1 Project: **Selective Repairs to the Plaza Drains and Below Grade Exterior Walls**
- 2 Owner: **West Virginia Division of Culture and History**
The Cultural Center
1900 Kanawha Blvd. E.
Charleston, WV 25305-0300

B. The Work consists of the excavation of an area of the east façade of the Cultural Center to uncover two (2) Drain lines and the base of the exterior wall near Column Line A-5 of the Cultural Center to investigate and repair ground water leakage, as described in the Contract Documents.

C. Work Not Included: (Not applicable)

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall have full use of area indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

- 1 Contractor shall maintain full access by the public to the facility at all times and shall coordinate work with the Owner regarding WVDCH programming, Events of State, or coordination issues with the General Services Division (Agency responsible for the grounds of the Capitol Complex) that may potentially affect Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES (Not Applicable)

1.2 ALTERNATES (Not Applicable)

1.3 UNIT PRICES (Not Applicable)

1.4 CONTRACT MODIFICATION PROCEDURES

A On Owner's approval of a proposal from Contractor, Owner's Representative will issue a Change Order, on Contractor's letterhead, for all changes to Contract Sum or Contract Time. All back up material shall be attached to the Change Order along with a justification letter as to the reasons for Contract Changes

B When Owner and Contractor disagree on the terms of a proposal, Owner's Representative may issue a Construction Change Directive, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

A. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule

B Submit 3 copies of each application for payment, if applicable, according to the schedule established in Owner/Contractor Agreement.

1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment

2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1 1 SECTION REQUIREMENTS

- A Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3 1 PREPARATION

- A Protect and maintain benchmarks and survey control points from disturbance.
- B Install erosion and sedimentation control measures before site clearing.
- C Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- D Locate and clearly flag trees and vegetation to remain or to be relocated.
- E Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- F Do not store materials or equipment or permit excavation within drip line of remaining trees.
- G Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

3 2 SITE CLEARING

- A Strip topsoil. Stockpile topsoil that will be reused in the Work.
- B Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- C Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- D Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

- E. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch thick layers to density of surrounding original ground
- F. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Contractor shall provide an excavation plan for approval prior to execution demonstrating that soil conditions have been evaluated and excavation plan conforms to O.S.H.A. 1926.652.
- B. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions based on approved Contractor's Excavation plan without direction by the Owner's Representative. Unauthorized excavation and remedial work shall be at Contractor's expense. Refer to Section 02300, 1.1 A above.
- C. Do not interrupt existing utilities serving facilities occupied by Owner. Provide temporary utility services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter
- B. Unsatisfactory Soil: ASTM D 2487 Soil Classification Groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Bedding: Subbase materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.

- B. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.
- C. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- D. Utility Trenches: Excavate trenches to slopes, lines, depths, and invert elevations conforming to submitted excavation plan. Maintain 12 inches of working clearance on each side of pipe or conduit.
 - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
 - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- E. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill
- F. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- G. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer to 90 percent of maximum dry unit weight
- H. Grade areas to a smooth surface to existing contours. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4".
- I. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, concrete mix designs, laboratory test reports
- B. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

PART 2 - PRODUCTS

2.1 MATERIALS (when applicable)

- A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Steel Welded-Wire Fabric: ASTM A 185, flat sheets not rolls.
- D. Portland Cement: ASTM C 150, Type I or II
- E. Fly Ash: ASTM C 618, Type C or F.
- F. Aggregates: ASTM C 33, uniformly graded.
- G. Fiber Reinforcement: ASTM C 1116, Type III, synthetic fibers, 1/2 to 1 inch.
- H. Air-Entraining Admixture: ASTM C 260.
- I. Chemical Admixtures: ASTM C 494
- J. Water Stops: Self-expanding, hydrophylic, rectangular or trapezoidal strips.
- K. Vapor Retarder: Clear 10-mil thick polyethylene sheet

2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
 - 1. Compressive Strength: 5,000 psi at 28 days
 - 2. Slump Limit: 3" ±1" at point of placement.
 - 3. Air Content: 2 to 4 percent

PART 3 - EXECUTION

3.1 CONCRETING

- A. Construct formwork and maintain tolerances and surface irregularities within ACI 117 limits of Class A for concrete exposed to view and Class C for other concrete surfaces
- B. Set water stops where indicated to ensure joint watertightness.
- C. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed
- D. Accurately position, support, and secure reinforcement
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material.
- H. Slab Finishes: Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct-applied material.
- I. Cure formed surfaces by moist curing for at least seven days.
- J. Begin curing concrete slabs after finishing. Keep concrete continuously moist for at least seven days] [Apply membrane-forming curing compound to concrete
- K. Owner will engage a testing agency to perform field tests and to submit test reports. Contractor will coordinate with testing agency.
- L. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION 03300

SECTION 07115 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Henry Company, 909 N. Sepulveda Blvd., Ste 650, El Segundo, CA 90245, Phone: 310-955-9200

2.2 BITUMINOUS DAMPPROOFING

- A. Hot-Applied Asphalt Dampproofing: Dampproofing asphalt, ASTM D 449, Type I.
 - 1. HENRY 790-11 HE: Hot Applied Rubberized Asphalt Waterproofing Membrane
- B. Primer: Asphalt primer, ASIM D 41.
 - 1. HENRY 910-01: Penetrating Primer for Hot Applied Rubberized Asphalt Membrane.
- C. Glass Fabric: Woven glass fabric, treated with asphalt, complying with ASTM D 1668, Type I.
 - 1. HENRY HE-181: Black Asphalt Saturated Glass Fabric.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrate by cleaning, removing projections, filling voids, sealing joints, and as otherwise recommended in dampproofing manufacturer's written instructions
- B. Install cant strips, separate flashings, and corner protection stripping, and prime substrate as recommended in dampproofing manufacturer's written instructions

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for methods and rates of dampproofing application, cleaning, and installation of protection course.
- B. Apply dampproofing to exterior face of concrete and masonry below-grade walls
- C. Apply [1 or more coats] [2 coats] to produce a dry film thickness of at least 30 mils.
- D. Install fabric reinforcement, embedded in dampproofing, at corners and changes in plane.

END OF SECTION 07115

SECTION 15160 - STORM DRAINAGE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Minimum Pressure Requirement for Storm Drainage: 10 feet head.

- 1.2 Comply with NSF 14 "Plastic Piping Components and Related Materials."

PART 2 - PRODUCTS

2.1 PIPES AND TUBES

- A. PVC Plastic, Solid, DWV Pipe: ASTM D 2665, Schedule 40, plain ends.

2.2 FITTINGS

- A. PVC Plastic, DWV Pipe Fittings: ASTM D 2665, made to ASTM D 3311; socket-type; drain, waste, and vent pipe patterns

PART 3 - EXECUTION

3.1 PIPE APPLICATIONS

- A. For below-ground applications use PVC plastic DWV pipe and fittings with solvent-cemented joints.

3.2 PIPING INSTALLATION

- A. Install cleanout and extension to grade at connection of building storm drain and storm sewer.
- B. Locate drainage piping runouts as close as possible to bottom of floor slab supporting drains

3.3 INSPECTION

- A. Inspect and test piping systems following procedures of authorities having jurisdiction

END OF SECTION 15160

RFQ No. DCH 08004STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"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. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Paramount Builders, LLCAuthorized Signature: Dewald Foster Date: 7/31/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Paramount Builders, LLC
of St. Albans, WV, as Principal, and Travelers Casualty and Surety Company
of America of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DCH08004 Drain Repair/Wall Repair, Division of Culture and History, Charleston, WV

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers this

31st day of July, 2007

Principal Corporate Seal

Paramount Builders, LLC

(Name of Principal)

By: Dennis Foster

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

By: Pamela V Lanham

Pamela V Lanham Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218064

Certificate No. 001542098

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York. that St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota that Farmington Casualty Company Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint

Andrew K. Teeter, Donna J. Price Douglas P Taylor Kimberly L. Miles, C Lee Jordan, and Pamela V Lanham

of the City of Charleston, State of West Virginia their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above to sign, execute, seal and acknowledge any and all bonds recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of March 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W Thompson Senior Vice President

On this the 28th day of March, 2007, before me personally appeared George W. Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he as such, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June 2011



[Signature]
Marie C Tetreault Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company St Paul Mercury Insurance Company. Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America. and United States Fidelity and Guaranty Company which resolutions are now in full force and effect, reading as follows:

RESOLVED that the Chairman. the President any Vice Chairman any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED that the Chairman. the President any Vice Chairman. any Executive Vice President. any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary: and it is

FURTHER RESOLVED, that any bond recognizance, contract of indemnity or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President. any Vice Chairman. any Executive Vice President any Senior Vice President or any Vice President any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED that the signature of each of the following officers: President, any Executive Vice President. any Senior Vice President, any Vice President any Assistant Vice President any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents. Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori M Johanson the undersigned Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company. Travelers Casualty and Surety Company. Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 31st day of July, 2007


Kori M Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number. the above-named individuals and the details of the bond to which the power is attached