



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
DEFK8037

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

*B03113036 304-727-2770
PARAMOUNT BUILDERS LLC
PO BOX 1370

ST ALBANS WV 25177

SHIP TO

DIV ENGINEERING & FACILITIES
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED 12/03/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/13/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
THIS ADDENDUM IS ISSUED TO REVISE THE BID FORMS BASED ON CHANGES ISSUED IN ADDENDUM #01.						
0001	1	LS		968-62		
MISC. CONSTRUCTION						
BASE BID						
***** THIS IS THE END OF RFQ DEFK8037 ***** TOTAL:						\$3,376,141.32

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David DeSto</i>	TELEPHONE (304) 727-2770	DATE 12/13/07
TITLE President	FEIN 55-0783089	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 may be deemed null and void, and 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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Paramount Builders, LLC

DIV ENGINEERING & FACILITIES
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 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/17/2007				

BID OPENING DATE: **11/21/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-62		
<p>CONSTRUCTION</p> <p>LABOR AND MATERIALS FOR CONSTRUCTION OF THE ROAD SECURITY/FORCE PROTECTION PROJECT AT THE ELEANOR ARMY NATIONAL GUARD, ELEANOR, WV.</p> <p>MANDATORY ON-SITE PRE-BID: 10/30/2007; 10:00 AM LOCATION: AFRC BUILDING 111 ARMY-NAVY DRIVE RED HOUSE, WV 25168</p> <p>FAILURE TO ATTEND THE PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>PLANS & SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: THE OMNI ASSOCIATES 1543 FAIRMONT AVENUE, SUITE 201 FAIRMONT, WV 26554 (304) 367-1414</p> <p>\$100 PER SET / \$50 REFUND FOR NON-DAMAGED RETURNED SETS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 240 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David DeStefano</i>	TELEPHONE (304) 727-2770	DATE 12/13/07
TITLE President	FEIN 55-0783089	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PUTNAM COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <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>						

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PROPERTY

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BID OPENING DATE: 11/21/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) 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> <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</p>						

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<p>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 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</p>						

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<p>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 DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1			11/13/07			
NO. 2			12/03/07			
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....<i>David J. Jester</i>.....SIGNATURE</p> <p>.....Paramount Builders, LLC.....COMPANY</p> <p>.....December 13, 2007.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL</p>						

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<p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:Paramount Builders, LLC.....</p> <p>CONTRACTORS LICENSE NO.:#WV032815.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR 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>						

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Paramount Builders, LLC

S H I P T O

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<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: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK8037-----</p> <p>BID OPENING DATE: 11/21/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- (304) 722-4230 -----</p>						

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PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Derick Foster ----- ***** THIS IS THE END OF RFQ DEFK8037 ***** TOTAL: <u>BASE BID \$3,376,141.³²</u>						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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**WVARNG Eleanor Complex
Road Security / Force Protection
BID FORM - SECTION I
(Base Bid and Alternates)
Revised 3 Dec 07**

Dated: December 13, 2007
(Bidder to insert date bid submitted)

SUBMITTED BY:

Paramount Builders, LLC *(Hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV #WV032815

SUBMITTED TO:

The State of West Virginia *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of the WVARNG Eleanor Complex – Road Security / Force Protection project, Eleanor, WV, in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows *(Amount to be shown in both words and numbers.)* :

BASE BID:

For the Sum of:

THREE MILLION, THREE HUNDRED SEVENTY SIX THOUSAND,
ONE HUNDRED FORTY ONE DOLLARS AND THIRTY TWO CENTS
(\$ 3,376,141.32)

(The Base Bid includes the summation of items as described in Section II of the Bid Form. Not including Allowances or Add Alternates.)

ALLOWANCES: Contractor's costs for coordination, receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance (*Amount to be shown in both words and numbers.*):

Allowance 1: (Communications Installation) One Hundred Two Thousand

Five Hundred Four Dollars and Thirty Seven Cents

\$ 102,505.00

ADD ALTERNATES: Should the base bid be less than the funds available, the Owner will consider acceptance of Add Alternates. The alternates as listed below are abbreviated to indicate general work involved. The Bidder is advised to consult Section 01030 entitled "Alternates" for full scope of work and agrees to complete the work describe within for the stipulated sums as follows (*Amount to be shown in both words and numbers.*):

Add Alternate 1: (Site Lighting)

NINETY THOUSAND, SIX

(\$ 90,694.00)

HUNDRED NINETY FOUR DOLLARS

Add Alternate 2: (Unheated Storage Building
Option No. 1 - Masonry
Bearing Building)

FIVE HUNDRED FIFTY FIVE

(\$ 555,000.00)

THOUSAND DOLLARS

Add Alternate 2: (Unheated Storage Building
Option No. 2 - Pre-engineered
Metal Building)

FOUR HUNDRED NINETY NINE

(\$ 499,000.00)

THOUSAND DOLLARS

(Wash Point - Concrete Loop)

Add Alternate 3:

NINETY NINE THOUSAND SIX

(\$ 99,654.13)

HUNDRED FIFTY FOUR DOLLARS AND

THIRTEEN CENTS

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than **240 calendar days** from Notice to Proceed. Total liquidated damages are \$1,500.00 first day and \$1,000.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder
WVARNG ELEANOR COMPLEX - ROAD SECURITY/FORCE PROTECTION
Omni Project No. 20425

or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Owner reserves the right to accept any Alternates for a period of 120 days after the Contract Award.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

#1-11/13/07 #2 - 12/3/07

SIGNATURE OF BIDDER:

Firm: Paramount Builders, LLC By: *Daniel Doster*
 Address: P.O. Box 1370 Title: President
 Address: 501 6th. Avenue Phone: (304) 727-2770
 Address: St. Albans, WV 25177 Fax: (304) 722-4230
 Tax Cert#: FEIN # 55-0783089

END OF SECTION I

BID FORM - SECTION II – (Unit Prices)

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions, Section 01026 – Unit Prices.

BASE BID

Item No.	Quantity	Description	Unit	Unit Price	Amount
Access Road / Turning Pad					
1	1	Mobilization, cannot exceed 10 percent of the total amount bid.	LS	LS	\$ 202,568. <u>48</u>
2	1	General Construction Administration, cannot exceed 5 percent of the total amount bid.	LS	LS	\$ 151,926. <u>36</u>
3	1	Quality Control, cannot exceed 3 percent of the total amount bid.	LS	LS	\$ 75,963. <u>18</u>
4	1	Site Clearing, cannot exceed 3 percent of the total amount bid.	LS	LS	\$ 37,137. <u>55</u>
5	1	Unclassified Excavation WV Unit #207001-001	LS	LS	\$ 162,753. <u>99</u>
6	1	Unclassified Fill (Soil) WV Unit #207001-001	LS	LS	\$ 25,321. <u>06</u>
7	1	Unified Engineered Fill WV Unit #207002-001	LS	LS	\$ 127,400. <u>00</u>
8	50	Temporary Gravel	TN	\$ 44.71	\$ 2,235. <u>63</u>
9	3,459	Geotextile Fabric for Separation (Non-woven Fabric) WV Unit #207034-000	SY	\$ 2.56	\$ 8,837. <u>77</u>
10	3,459	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	\$ 1.28	\$ 4,418. <u>89</u>
11	848	Geogrid	SY	\$ 6.39	\$ 5,416. <u>62</u>
12	400	Pavement Repair	SY	\$ 31.22	\$ 12,488. <u>88</u>
13	275	Class I Aggregate Base Course WV Unit #307001-001	TN	\$ 38.33	\$ 10,539. <u>41</u>

Item No.	Quantity	Description	Unit	Unit Price	Amount
14	2,490	Free Draining Base Course WV Unit #311006	TN	\$ 81.12	\$ 201,992.53
15	894	Hot-Mix Asphalt Wearing Course WV Unit #401002-001	TN	\$ 97.09	\$ 86,798.72
16	2,099	Hot-Mix Asphalt Base Course WV Unit #401001-001	TN	83.04	\$ 174,296.24
17	336	Tack Coat Bituminuous Material WV Unit #408002-001	GAL	2.56	\$ 858.48
18	3,459	Reinforced Portland Cement Concrete Pavement WV Unit #501001	SY	80.52	\$ 278,531.66
19	188	Concrete Sidewalk (Includes Stone Base) WV Unit #609001-001	SY	44.87	\$ 8,435.43
20	706	Plain Concrete Curb WV Unit #610001-002	LF	47.82	\$ 33,761.41
21	1,055	12" Reinforced Concrete Pipe (Storm Water)	LF	54.93	\$ 57,953.96
22	9	Storm Catch Basin WVDOH Approved	EA	5,626.90	\$ 50,642.12
23	1	Lane Direction Sign	LS	304.05	\$ 304.05
24	12	Interlocking Speed Bump (4' Sections - Yellow)	EA	383.25	\$ 4,599.01
25	-	Not Used	-	-	∅
26	357	6" D.I.P. CL50 Gravity Sewer Pipe Including Conn. To Station	LF	56.74	\$ 20,256.85
27	-	Not Used	-	-	∅
28	-	Not Used	-	-	∅
29	-	Not Used	-	-	∅
30	230	1" Copper Waterline to include Connection	LF	53.66	\$ 12,340.69
31	-	Not Used	-	-	∅
32	-	Not Used	-	-	∅
33	1	Temporary Erosion & Sediment Control Measures	LS	LS	\$ 8,942.53
34	20,050	Permanent Seed Mix/Fertilizer/Soil Amendments & Mulch	SY	1.15	\$ 23,632.99
35	1	6" Cleanout	EA	894.25	\$ 894.25

WV ARNG ELEANOR COMPLEX - ROAD SECURITY/FORCE PROTECTION
Omni Project No. 20425

BF-5

Item No.	Quantity	Description	Unit	Unit Price	Amount
36	739	Erosion Control Matting (North American Green Type SC 150) WV Unit #655002-000	SY	\$ 3.83	\$ 2,832. ²³
37	85	Riprap w/ Seed Mixture (For Slope Armoring) WV Unit#218001-000	CY	76.65	\$ 6,515. ²⁷
38	3	Drop Arm Beam Barrier	EA	56,269.02	\$ 168,807. ⁰⁷
39	-	Not Used	-	-	∅
40	7,165	Pavement Marking Lines, 4" Width - Yellow	LF	.64	\$ 4,576. ⁶⁶
41	9,976	Pavement Marking Lines, 4" Width - White WV Unit #663001-004	LF	.61	\$ 6,117. ³⁰
42	4	Directional Arrow (Type V)	EA	30.66	\$ 122. ⁶⁴
43	139	Stop Bar 24"	LF	3.83	\$ 532. ⁷²
44	6	Stop Sign	EA	459.90	\$ 2,759. ⁴¹
45	1	Relocated Existing Swing Gate	EA	1533.00	\$ 1,533. ⁰⁰
46	1	Swing Gate (8' Tall, 24' Wide Double Leaf)	EA	4599.01	\$ 4,599. ⁰¹
47	11	8" Pipe Bollards	EA	694.84	\$ 694. ⁸⁴
48	1	12" Pipe Bollards	EA	1268.52	\$ 1,268. ⁵²
49	-	Not Used	-	-	∅
50	780	Remove Chain Link Fence, w/ Barbed Wire	LF	11.50	\$ 8,968. ⁰⁸
51	890	Chain Link Fence, 8' Ht w/ Barbed Wire	LF	51.97	\$ 46,253. ¹⁴
52	125	24"RCP (fix drainage low areas)	LF	86.87	\$ 10,858. ⁷⁸
53	8,518	Free Draining Base Course Trench (includes fabric, pipe)	LF	29.53	\$ 251,522. ⁵³
54	1	Adjust Manhole for low drainage area tie-in	LS	LS	\$ 3,066. ⁰¹
55	-	See Wash Point Below	-	-	∅
56	1	Guard House	LS	LS	\$ 202,503. ⁸⁹

Tank Trail with Turning Pad					
5	1	Unclassified Excavation WV Unit #207001-001	LS	LS	\$ 51,100. ¹⁶
7	1	Unified Engineered Fill WV Unit #207002-001	LS	LS	\$ 16,880. ⁷¹
9	178	Geotextile Fabric for Separation (Non-woven Fabric) WV Unit #207034-000	SY	2.56	\$ 454. ⁷⁹
10	1,592	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	1.28	\$ 2,033. ⁷⁹
11	1,414	Geogrid	SY	6.39	\$ 9,031. ⁹⁵
12	1,222	Aggregate Base Course AASHTO NO.1 WV Unit #703001-001	TN	38.33	\$ 46,833. ²⁹
13	590	Class I Aggregate Base Course WV Unit #307001-001	TN	38.33	\$ 22,611. ⁸²
14	31	Free Draining Base Course WV Unit #311006	TN	81.12	\$ 2,514. ⁷⁷
18	178	Reinforced Portland Cement Concrete Pavement WV Unit #501001	SY	104.32	\$ 18,568. ⁷⁸
20	280	Plain Concrete Curb WV Unit #610001-002	LF	54.26	\$ 15,192. ⁶⁴
34	1,220	Permanent Seed Mix/Fertilizer/Soil Amendments & Mulch	SY	1.38	\$ 1,688. ⁰⁷
CSMS Parking South					
7	1	Unified Engineered Fill WV Unit #207002-001	LS	LS	\$ 48,954. ⁰⁵
9	1,667	Geotextile Fabric for Separation (Non-woven Fabric) WV Unit #207034-000	SY	2.56	\$ 4,259. ²⁰
10	1,667	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	1.28	\$ 2,129. ⁶⁰
13	360	Class I Aggregate Base Course WV Unit #307001-001	TN	38.33	\$ 13,797. ⁰⁴
14	284	Free Draining Base Course WV Unit #311006	TN	81.12	\$ 23,038. ⁵¹
15	138	Hot-Mix Asphalt Wearing Course WV Unit #401002-001	TN	97.09	\$ 13,398. ⁴⁶
16	367	Hot-Mix Asphalt Base Course WV Unit #401001-001	TN	83.04	\$ 30,474. ⁸⁶
17	50	Tack Coat Bituminuous Material WV Unit #408002-001	GAL	3.03	\$ 151. ³⁸

34	430	Permanent Seed Mix/Fertilizer/Soil Amendments & Mulch	SY	1.28	\$ 549.33
40	940	Pavement Marking Lines, 4" Width - Yellow	LF	.60	\$ 564.40
49	23	Wheel Stops (Recycled Plastic)	EA	113.74	\$ 2,615.93
CSMS Parking West					
5	1	Unclassified Excavation WV Unit #207001-001	LS	LS	\$ 27,338.58
10	1,624	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	1.28	\$ 2,074.67
13	527	Class I Aggregate Base Course WV Unit #307001-001	TN	38.33	\$ 20,197.34
21	115	12" Reinforced Concrete Pipe (Storm Water)	LF	54.93	\$ 6,317.26
22	1	Storm Catch Basin WVDOH Approved	EA	2938.26	\$ 2,938.26
34	1,600	Permanent Seed Mix/Fertilizer/Soil Amendments & Mulch	SY	1.28	\$ 2,044.01
60	1	Adjust Ex. Sanitary Manhole	LS	LS	\$ 1,277.50
FDB AFRC/CSMS					
53	1,221	Free Draining Base Course Trench (Includes fabric, pipe)	LF	34.49	\$ 42,115.47
Wash Point					
5	1	Unclassified Excavation WV Unit #207001-001	LS	LS	\$ 36,428.56
7	1	Unified Engineered Fill WV Unit #207002-001	LS	LS	\$ 54,018.26
9	463	Geotextile Fabric for Separation (Non-woven Fabric) WV Unit #207034-000	SY	2.56	\$ 1,182.97
10	463	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	1.28	\$ 591.48
14	79	Free Draining Base Course WV Unit #311006	TN	81.12	\$ 6,408.60
18	463	Reinforced Portland Cement Concrete Pavement WV Unit #501001	SY	78.75	\$ 36,462.33
20	130	Plain Concrete Curb WV Unit #610001-002	LF	54.66	\$ 7,098.00
21	115	12" Reinforced Concrete Pipe (Storm Water)	LF	54.93	\$ 6,317.26

22	1	Storm Catch Basin WVDOH Approved	EA	2938.26	† 2,938. <u>26</u>
31	1	12" Flared End Section	EA	1277.50	† 1,277. <u>50</u>
34	1,800	Permanent Seed Mix/Fertilizer/Soil Amendments & Mulch	SY	1.28	† 2,299. <u>51</u>
39	4	Outlet Protection (Riprap) WV Unit #218001-000	SY	76.65	† 306. <u>60</u>
55	1	Wash Point	LS	LS	† 84,403. <u>53</u>
Wash Point – Asphalt Loop					
7	1	Unified Engineered Fill WV Unit #207002-001	LS	LS	† 47,265. <u>98</u>
9	2,002	Geotextile Fabric for Separation (Non-woven Fabric) WV Unit #207034-000	SY	2.56	† 5,115. <u>13</u>
10	2,002	Geotextile Fabric for Separation (Woven Fabric) WV Unit #207034-000	SY	1.28	† 2,557. <u>56</u>
13	433	Class I Aggregate Base Course WV Unit #307001-001	TN	38.33	† 16,594. <u>78</u>
14	341	Free Draining Base Course WV Unit #311006	TN	81.12	† 27,662. <u>43</u>
15	225	Hot-Mix Asphalt Wearing Course WV Unit #401002-001	TN	97.09	† 21,845. <u>32</u>
16	661	Hot-Mix Asphalt Base Course WV Unit #401001-001	TN	82.74	† 54,693. <u>49</u>
17	60	Tack Coat Bituminous Material WV Unit #408002-001	GAL	2.56	† 153. <u>30</u>
				TOTAL BASE BID	† 3,376,141. <u>32</u>

ADD ALTERNATES

Alternate No. 1 – Site Light Poles and Wiring					
57	1	Site Light Poles and Wiring	LS	LS	90,694. ⁰⁰
		TOTAL ADD ALTERNATE NO. 1			90,694. ⁰⁰

Alternate No. 2 – Unheated Storage Building					
		Unheated Storage Building			
58A	1	Option 1 – Masonry Bearing Building	LS	LS	\$ 555,000. ⁰⁰
58B	1	Option 2 – Pre-engineered Metal Building	LS	LS	\$ 499,000. ⁰⁰

Alternate No. 3 - Wash Point – Concrete Loop					
18	2,002	Reinforced Portland Cement Concrete Pavement WV Unit #501001	SY	90.82	181,829.93
15	-225	Hot-Mix Asphalt Wearing Course WV Unit #401002-001	TN	103.77	(23,348.11)
16	-661	Hot-Mix Asphalt Base Course WV Unit #401001-001	TN	88.75	(58,663.84)
17	-60	Tack Coat Bituminuous Material WV Unit #408002-001	GAL	2.73	(163.85)
59		TOTAL ADD ALTERNATE NO. 3			99,654.13

BIDDING & CONTRACT REQUIREMENTS
DIVISION 0

00001 DEPOSITORIES

Bidding documents may be examined without charge at the following locations:

The office of the Architect:

The Omni Associates -- Architects
1543 Fairmont Avenue, Suite 201
Fairmont, WV 26554

Other plan depositories include:

Contractor's Association of West Virginia
2114 Kanawha Boulevard, East
Charleston, WV 25311

END OF SECTION

00100 INSTRUCTIONS TO BIDDERS

American Institute of Architects (AIA) Document A701-1997 "Instructions to Bidders" is considered part of the Contract Documents but is not included herein. A copy of this document may be obtained without charge by calling the office of the Architect.

END OF SECTION

RFQ No. DEFK8037

STATE 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, LLC

Authorized Signature:  President Date: December 13, 2007

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Paramount Builders, LLC
of 501 6th Avenue, St. Albans, WV 25177, as Principal, and Travelers Casualty and Surety
Company of America, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut 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 (5%) of Amount(\$ Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for WVARNG Eleanor Complex, Road Security/Force Complex
Putnam County, Eleanor, West Virginia

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 13th day of December, 2007.

Principal Corporate Seal

Paramount Builders, LLC
(Name of Principal)
By David Dosto
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By Donna J. Price
Attorney-in-Fact
Donna J. Price, Attorney-in-Fact
Licensed West Virginia Resident Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



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 001544090

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 13th day of December, 20 07

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



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