



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: 43840

Doc Description: Addendum No. 1-Joint Forces Headquarters restroom renovation

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-31	2014-11-13 13:30:00	CRFQ 0603 ADJ1500000002	2

**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:

Paramount Builders, LLC  
 501 6th Avenue  
 St. Albans, WV 25177

11/13/14 01:22:57PM  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.yle@wv.gov

Signature X

FEIN # 550783089

DATE 11/13/2014

Offers subject to all terms and conditions contained in this solicitation



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Doc Description: Joint Force Headquarters Restroom Renovations Charleston, WV

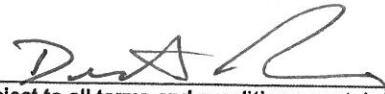
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Signature X  FEIN # 550783089 DATE 11/13/2014  
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**SECTION I – BID PROPOSAL FORM**

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**Dated:** 11/13/2014  
**Submitted by Bidder:** Paramount Builders, LLC  
West Virginia Contractor's License Number: WV 032815

**For:        **JOINT FORCES HEADQUARTERS BUILDING RESTROOM RENOVATION****  
**Men's & Women's Restroom & Locker Room at Drill Hall**  
**Men's & Women's Restroom at Second Floor**  
**Women's Restroom at Computer Lab**

**QUALIFICATIONS FOR BIDDER:**

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

**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 completion of Renovation to Restroom and Locker Rooms in the Joint Forces Headquarters Building located in Charleston, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

**Note:**

Bidders failure to submit a bid for ALL Bid Items will result in disqualification of bid.

**BID ITEM NO. 1 – MEN'S & WOMEN'S RESTROOMS & LOCKER ROOMS at DRILL HALL:**

TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY  
DOLLARS AND ZERO CENTS \$ 233,550.<sup>00</sup>

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Men's & Women's Restrooms & Locker Rooms Renovation located on the First Floor adjacent to the Drill Hall.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**BID ITEM NO. 2 – MEN'S & WOMEN'S RESTROOM RENOVATION at 2ND FLOOR:**

EIGHTY EIGHT THOUSAND TWO HUNDRED SEVENTY SIX  
DOLLARS AND ZERO CENTS \$ 88,276.<sup>00</sup>

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Men's & Women's Restroom Renovation located on the Second Floor adjacent to HR Office.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**BID ITEM NO. 3 – WOMEN'S RESTROOM RENOVATION:**

FIFTY NINE THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS  
AND ZERO CENTS \$ 59,124.<sup>00</sup>

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Women's Restroom Renovation located on the First Floor adjacent to Computer Lab.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**TOTAL LUMP SUM BID:**

THREE HUNDRED EIGHTY THOUSAND NINE HUNDRED  
FIFTY DOLLARS AND ZERO CENTS \$ 380,950.<sup>00</sup>

The Contract is intended to provide the agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for the total of Bid Item #1, Bid Item #2, and Bid Item #3. The contract is to be awarded as a lump sum contract consisting of the totals of all three contract items.

If awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than (150) One-Hundred Fifty Calendar Days from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 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, communications, or agreement as to any matter relating to this bid with any other bidder 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 the Bid Proposal shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Bid Items not originally awarded shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

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

Addendum No.01 \_\_\_\_\_  
10/31/2014

**SIGNATURE OF BIDDER:**

Firm: Paramount Builders, LLC

By:  Derick Foster

Address: 501 6th Avenue

Title: President

Address: Post Office Box 1370

Phone: 304-727-2770

Address: St. Albans WV 25177

Fax: 304-727-0302

Tax Cert. # 550783089

**END OF SECTION I**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ADJ150000002**

**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 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 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.

Paramount Builders, LLC

\_\_\_\_\_  
Company

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

11/13/2014

\_\_\_\_\_  
Date

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



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

STATE OF WEST VIRGINIA,


COUNTY OF Kanawha, TO-WIT:

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

1. I am an employee of Paramount Builders, LLC; and,  
(Company Name)
2. I do hereby attest that Paramount Builders, LLC  
(Company Name)

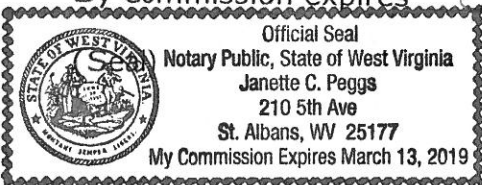
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

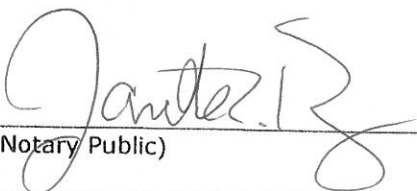
The above statements are sworn to under the penalty of perjury.

By:   
 Title: President  
 Company Name: Paramount Builders, LLC  
 Date: 11/13/2014

Taken, subscribed and sworn to before me this 13th day of November, 2014.

By Commission expires 3/13/2019



  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV032815

Classification:

GENERAL BUILDING  
SPECIALTY

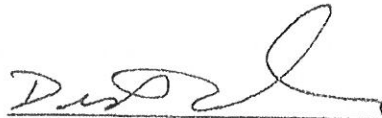
PARAMOUNT BUILDERS LLC  
DBA PARAMOUNT BUILDERS LLC  
501 6TH AVENUE  
ST ALBANS, WV 25177

Date Issued

JULY 30, 2014

Expiration Date

JULY 30, 2015



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.



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  
Renovation of multiple existing restrooms in the Joint Forces HQ building located in 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  
13th day of November, 2014.

Principal Corporate Seal

Paramount Builders, LLC  
(Name of Principal)  
By: [Signature]  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
By: [Signature]  
Kimberly L. Miles, Licensed WV Resident Agent 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.
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. 227002

Certificate No. 005593380

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty 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 are corporations duly organized under the laws of the State of Connecticut, 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, Douglas P. Taylor, Kimberly L. Miles, Christopher A. Michel, and Kimberly S. Burdette

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 8th day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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]
Robert L. Raney, Senior Vice President

On this the 8th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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, 2016.



[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., 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, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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 13 day of November, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.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.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceed 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 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: Paramount Builders, LLC

Authorized Signature: *[Signature]* Date: 11/13/2014

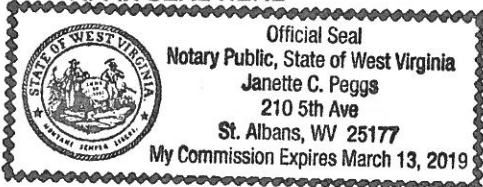
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 13th day of November, 20 14.

My Commission expires MARCH 13, 2019.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

*[Signature]*  
*Purchasing Affidavit (Revised 07/01/2012)*