



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

**Request for  
 Quotation**

RFO NUMBER: HHR10025

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ROBERTA WAGNER  
 304-558-0067

\*B03113036 304-727-2770  
 PARAMOUNT BUILDERS LLC  
 PO BOX 1370  
 ST ALBANS WV 25177

HEALTH AND HUMAN RESOURCES  
 OPERATIONS  
 VARIOUS LOCALES AS INDICATED  
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2009				

BID OPENING DATE: 10/06/2009	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	JB	295-70	PROVIDE AND INSTALL A NEW HYDRAULIC ELEVATOR		
***** MANDATORY PRE-BID MEETING 9/16/2009 AT 10:00 AM IN THE CONFERENCE ROOM AT PRESTERA CENTER FOR MENTAL HEALTH, 3375 US ROUTE 60, HUNTINGTON, WV 25705. PLEASE NOTE: NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. ***** DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****					BASE 261,000.00 ADD ALTERNATE 7,000.00 TOTAL COMBINED 268,000.00	
REQUEST FOR QUOTATION TO PROVIDE ALL LABOR, EQUIPMENT, SUPPLIES, AND ANYTHING INCIDENTAL TO THE CONSTRUCTION AND INSTALLATION OF A NEW HYDRAULIC ELEVATOR AT PRESTERA CENTER FOR MENTAL HEALTH AS SPECIFIED IN THE ATTACHED RFO AND ATTACHMENTS ALL WORK SHALL BE COMPLETED WITHIN 150 CALENDAR DAYS						

RECEIVED  
 2009 OCT -6 PM 12:27  
 WV PURCHASING  
 DIVISION

SIGNATURE: <i>David [Signature]</i>		TELEPHONE: 304-727-2770	DATE: 10/6/2009
TITLE: President	FEIN: 550783089	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>FROM RECEIPT OF THE NOTICE TO PROCEED.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/17/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE N VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE President		FEIN 550783089		TELEPHONE 304-727-2770	
				DATE 10/6/2009	
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<p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.</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 KANAWHA 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</p>						

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<p>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 &amp; 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>(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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,            SEC. EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,</p>						

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<p>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 ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

REV. 3/88

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; 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 DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p>						

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		304-727-2770		10/6/2009
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<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> <p>ADDENDUM NOS. :</p> <p>NO. 1 . . . . .</p> <p>NO. 2 . . . . .</p> <p>NO. 3 . . . . .</p> <p>NO. 4 . . . . .</p> <p>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>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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>Daryl Roth</i>	304-727-2770	10/6/2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550783089	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 11/96						
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: Paramount Builders						
CONTRACTORS NAME: Derick Foster						
CONTRACTORS LICENSE NO: WV032815						
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 RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						

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President		550783089		

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# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV032815

**Classification:**

GENERAL BUILDING  
SPECIALTY

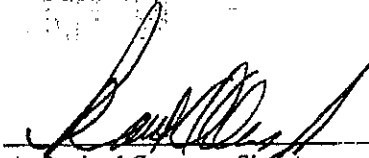
PARAMOUNT BUILDERS LLC  
DBA PARAMOUNT BUILDERS LLC  
501 6TH AVENUE  
ST ALBANS, WV 25177

**Date Issued**

JULY 30, 2009

**Expiration Date**

JULY 30, 2010



---

Authorized Company Signature



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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.



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<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> <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="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. 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:-----RW/FILE 22-----</p> <p>REQ. NO.:-----HHR10025-----</p> <p>BID OPENING DATE:-----10/06/2009-----</p>						

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BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-727-0302 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- DERICK FOSTER ----- PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED BASE BID <u>261,000.00</u> ADD ALTERNATE <u>7,000.00</u> ***** THIS IS THE END OF RFQ HHR10025 ***** TOTAL: <u>268,000.00</u>						

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SIGNATURE <i>Derick Foster</i>	TELEPHONE 304-727-2770	DATE 10/6/2009
TITLE President	FEIN 550783089	ADDRESS CHANGES TO BE NOTED ABOVE

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## REQUEST FOR QUOTATION

HHR10025

**1. GENERAL INFORMATION:**

- 1.1 The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment, supplies and anything incidental to the construction and installation of a new hydraulic elevator at the Prestera Center for Mental Health located at 3375 U.S. Route 60, Huntington, WV 25705 and as specified in the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.
- 1.2 All work will be in compliance with the Fire Marshall regulations and all other building codes and industry standards. Final payment will be withheld if any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 There will be a mandatory on-site prebid conference scheduled at 10:00 AM on...9/16/2009... in the Prestera Center for Mental Health conference room.

**2. BIDDER REQUIREMENTS:**

- 2.1 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the demolition. Do not proceed until nonconforming conditions have been corrected.
- 2.2 All qualified bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, and supplies and to perform the work in accordance with the bidding documents within the time set forth below.

**3. SCOPE OF WORK:**

- 3.1 The one existing elevator is too small to meet ADA guidelines so an additional hydraulic elevator on the building exterior wall is planned and described per the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.

**4. INSPECTION:**

- 4.1 Contractor shall inspect existing conditions governing this work before bidding to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

**5. SHOP DRAWINGS:**

- 5.1 Per the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.

**6. TEMPORARY FACILITIES:**

- 6.1 The Owner will provide normal electrical and water supply from the currently installed respective system in the main facility for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the system is adequate for his requirements or supply additional temporary utility service at his own expense.
- 6.2 Any damage to the electrical or water system of the main facility resulting from misuse or abuse to the existing system shall be repaired or replaced by the contractor at no expense to the owner.

**7. COORDINATION OF WORK:**

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building maintenance supervisor shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

**8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable.
- 8.3 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:
1. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence.
  2. For property damage: A minimum of \$1,000,000.00 per occurrence.

**9. PERMITS:**

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

**10. CLEAN UP:**

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove all debris and rubbish from the work site.

**11. WAGE RATES:**

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for Cabell County pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

**12. PAYMENT SCHEDULE:**

- 12.1 Based on a monthly progress payment schedule, the Contractor shall submit to the Architect one original invoice AIA Document G702 and G703 for the contracted work performed during the previous 30 day period subject to a 10% retainage. The Architect shall review and approve the invoice and send it to the owner for payment.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

**13. TERM OF WORK:**

- 13.1 All work shall be complete within 150 calendar days upon receipt of the Notice to Proceed.

**14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

**15. TOOLS AND EQUIPMENT STORAGE:**

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

**16. SAFETY EQUIPMENT:**

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

**17. DAMAGES:**

- 17.1 Any damages occurring to the parking lot resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be

subject to the approval of the owner.

**18. SCHEDULE OF BID RESPONSES:**

18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described in the bidding document.

18.2 An add alternate is requested for the contractor to replace the existing aluminum storefront entrance and doors with new matching product in lieu of modifying existing.

BASE BID COST:	\$ <u>261,000.00</u>
ADD ALTERNATE BID:	\$ <u>7,000.00</u>
TOTAL COMBINED:	\$ <u>268,000.00</u>





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-5**.

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

PARAMOUNT BUILDERS, LLC  
(Company Name)

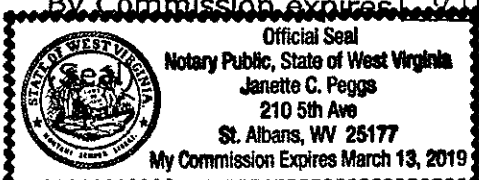
By: *Derick Foster*

Title: President

Date: 10/6/2009

Taken, subscribed and sworn to before me this 6th day of October.

By Commission expires MARCH 13, 2019



*Janette C. Peggs*  
(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.**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Paramount Builders LLC

Authorized Signature:  Date: 10/6/2009

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Paramount Builders, LLC  
of PO Box 1370, St. Albans, WV 25177, as Principal, and Travelers Casualty and Surety Company  
of America of One Tower Square, 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  
Elevator Installation at Prester Center for Mental Health in Huntington, 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

6th day of October, 2009

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]  
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. 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. 220306

Certificate No. 002970435

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 Pamela V. Lanham, and Christopher A Michel

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 April 2009

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 April 2009, 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 WITNESS WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2009.

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

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at 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.