



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
GSD116406

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

\*709035458 304-744-9431  
 W Q WATTERS COMPANY  
 ROUTE 2 BOX 368  
 CHARLESTON WV 25314

VENDOR

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/13/2010				

BID OPENING DATE: 10/12/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		\$49,480.00
<p>ATTORNEY GENERAL'S OFFICE PLASTER &amp; MOLDING REPAIRS</p> <p>REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR PLATERING AND MOLDING REPLACEMENT IN DESIGNATED OFFICES OF THE WEST VIRGINIA ATTORNEY GENERAL'S OFFICE SUITE LOCATED IN BUILDING 1 (MAIN CAPITOL) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON MONDAY, SEPTEMBER 27, 2010 AT 10:00 AM IN ROOM MB-60 LOCATED IN THE BASEMENT OF BUILDING 1 (MAIN CAPITOL) ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT</p>						

RECEIVED

2010 OCT 12 P 12:55

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Robert E. Thayer</i>	TELEPHONE (304) 744-9431	DATE 10/12/10	
TITLE President	FEIN 55-0334314	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNCIAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/30/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Robert E. Watters</i>	TELEPHONE (304) 744-9431	DATE 10/12/10	
TITLE President	FEIN 55-0334314	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p><b>MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>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.</b></p> <p><b>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)</b></p> <p><b>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.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert E. Waters</i>	TELEPHONE (304) 744-9431	DATE 10/12/10
TITLE President	FEIN 55-0334314	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED <b>09/13/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert E. Watters</i>	TELEPHONE <b>(304) 744-9431</b>	DATE <b>10/12/10</b>
TITLE <b>President</b>	FEIN <b>55-0334314</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(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.					
	(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.					
	(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.					
	REV. 11/96					

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SIGNATURE <i>Robert E. Waters</i>	TELEPHONE (304) 744-9431	DATE 10/12/10
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**7**

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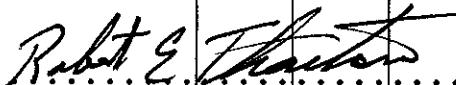
\*709035458      304-744-9431  
**W Q WATTERS COMPANY**  
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SHIP TO

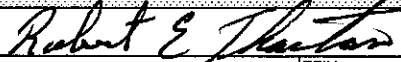
**DEPARTMENT OF ADMINISTRATION  
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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		10/1/2010				
NO. 2		N/A				
NO. 3		N/A				
NO. 4		N/A				
NO. 5		N/A				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
 .....SIGNATURE						
W. Q. Watters Company .....COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 744-9431	DATE 10/12/10
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	10/12/10					
	.....DATE					
	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:					
	CONTRACTORS NAME:      W. Q. Watters Company					
	CONTRACTORS LICENSE NO.:      WV000563					
	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					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert E. Watters</i>	TELEPHONE (304) 744-9431	DATE 10/12/10
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<p>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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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:      KRISTA FERRELL-FILE 21</p> <p>REQ. NO.:      GSD116406</p>						

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SIGNATURE <i>Robert E. Thorton</i>	TELEPHONE (304) 744-9431	DATE 10/12/10
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BID OPENING DATE:				10/12/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				(304) 744-9433		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:				Robert E. Thaxton		
***** THIS IS THE END OF RFQ GSD116406 ***** TOTAL:						49,480.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 		TELEPHONE (304) 744-9431	DATE 10/12/10
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State of West Virginia  
General Services Division

Capitol Campus  
Plaster Repairs and Molding  
Project No. GSD 116406

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**REQUEST FOR QUOTATIONS#GSD116406**

**PLASTER REPAIRS AND MOLDING**

**Building 1 – Main Capitol Building  
Charleston, West Virginia**

Location: West Virginia State Capitol Building  
Attorney General's Office Suite  
1900 Kanawha Blvd, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for all labor, materials and associated costs to provide plaster repair, finishing, molding fabrication and installation services in selected areas of Attorney General Suite of the Main Unit of the Capitol Building on the State Capitol Complex. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on Monday, September 27, 2010, at 10:00am. Contractors attending the meeting shall assemble at Room MB-60 in the Capitol Building basement. See Purchasing Division Request for Quotation for additional information.

State of West Virginia  
General Services Division

Capitol Campus  
Plaster Repairs and Molding  
Project No. GSD 116406

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### **I. Scope of Work:**

The work consists of plaster fabrication along the ceiling of the common hall to replicate the original design at a lower ceiling being constructed (by GSD). The crown molding will be installed on the (long) North and south walls approximately 72 ft on each side to reach adjoining wall trim and an 8ft end wall. Contractor will paint in like manner as walls with GSD-furnished paint (ceiling- White), Contractor is responsible for all aspects of fabrication and installation of plaster on recently installed hall ceiling wall board due to renovations as required and application of GSD-furnished paint (two finish coats). Contractor will perform required patching of all wall penetrations and ceiling penetrations made during renovations or which have previously existed. Primer and all other miscellaneous supplies and material will be furnished by contractor, including tools, equipment and scaffolding. Square footage of ceiling space is approximately 1804 square feet. (All measurements are subject to and the responsibility of contractor to field verify)

The successful contractor shall be required to keep the work area clean on a DAILY basis and remove debris from the site daily. All applicable local safety and OSHA rules / guidelines shall be met by the contractor.

This work will be performed in accordance with acceptable industry standards for work of this type. Payment of prevailing wage rates in Kanawha County as listed by The State Department of Labor is a requirement for this project.

Any equipment contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

### **Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Bid Form

### **II. GENERAL CONDITIONS**

- A. The qualified Contractor will perform work for the satisfactory plaster repair and painting of the offices described herein. Authorization to perform the work described herein must be approved in writing and signed by the Owners Representative or Designee.

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- B. The successful bidder will perform the work described herein and be responsible for all necessary permits, fees and related items to fulfill the contract.
- C. Two copies (one original and one copy) of invoices will be submitted for payment (in arrears) and must include the following information:
1. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
  2. Invoices will be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-60  
Charleston, WV 25305

- D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility.

The Contractor will hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor will not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or

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supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

- F. This contract will be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- G. The Contractor will procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- H. The Contractor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- I. Contractor will be responsible for parts and materials as follows:
1. The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal and disposal of all waste and debris from Owner's property as a result of performing this contract.
    - a. **Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
    - b. By submittal of your bid you will include a warranty for a minimum of one (1) year for labor and a minimum of one (1) years for materials. Other than GSD-furnished paint, the Contractor will be responsible for all other materials used to complete the project.
    - c. **Contractor will have forty-five (45) calendar days from the issuance of a Notice to Proceed to complete the work described in this contract.** Time is of the essence on this project, and the work

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will need coordinated in detail with the Agency to minimize tenant inconveniences.

- J. Any and all work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor must be pre-approved by the Owner or their Representative or Designee. All such work, after Owners approval, will remain the sole responsibility of the successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.
- K. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

**Bonds and Insurance:**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

**It is strongly preferred that the successful bidder provide all necessary Labor & Materials and Performance Bonds, any required Insurance Certificates, and other required documentation within Seventy-Two (72) hours of notice of award of Contract.**

**Final Inspection:**

The Final Inspection will be conducted by a Project Manager from the General Services Division, Operations and Maintenance Section

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents.

The date of Substantial Completion shall be determined by the Project Manager conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

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### **Limits of Work**

Work areas will be limited to those spaces required for construction and access to the project site.

Some space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Project Manager.

Owner and Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Capitol work areas and access to the Campus.

### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power and water as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

Provide overall project schedule within forty-eight (48) hours of Notice to Proceed.

Provide a proposed construction schedule indicating tasks to be worked. Where coordination or disruption spaces may be required, provide at least two days advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate disruptions through Project Manager.

### **Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

### **Contractor Visitor Badges**

The Capitol Building and Complex is a semi-secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and social security number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.



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**Work Restrictions:**

Work shall be generally performed on the Capitol Complex during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

The Main Capitol is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**Parking**

No parking is available on the project site. Parking in non-designated areas is not permitted. A limited number of spaces will be allocated for contractor's vehicles near the project site. Parking for Contractor's personnel will be available in the designated contractor's parking area near Laidley Field. Provisions will be made for locating refuse dumpsters if required by the project.

Use of loading dock areas for parking is strictly prohibited.

With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Vehicles not necessary for conduct of work shall be removed from site within one-half hour.

**Site Access**

The site is available from 7:00 am to 5:00 pm. Extended work hours may be acceptable if approved by the Owner. This site is a semi-secure location. Access to the site shall be coordinated with the Owner. Contractor shall provide temporary fencing and shall secure area when not in use.

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

**Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

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**Hot Work Permit:**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

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**GENERAL SERVICES DIVISION**  
**ATTORNEY GENERAL'S OFFICE SUITE**  
**PLASTER REPAIRS AND MOLDING**  
**WEST VIRGINIA MAIN CAPITOL BUILDING**

**BID OR PROPOSAL**

W. Q. Watters Company

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NAME OF BIDDER

1081 Kanawha State Forest Drive, Charleston, WV 25314

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ADDRESS OF BIDDER

(304) 744-9431

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PHONE NUMBER

WV000563

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WV CONTRACTOR'S LICENSE NO.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT for all plaster repairs and molding.**

Forty Nine Thousand Four Hundred Eighty Dollars

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(Total to be written in figures and words.) (\$ 49,480.00 )

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY SUBMITTED:

DATE: 10/12/10

WV VENDOR NUMBER: 709035458

BY:   
(Signature in ink)

TITLE: President

FIRM NAME: W. Q. Watters Company

ADDRESS: 1081 Kanawha State Forest Drive, Charleston, WV 25314

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, W. Q. Watters Company  
of Charleston, 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  
GSD116406 Attorney General's Office Plaster and Molding Repairs - According to Plans and Specifications

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  
12th day of October, 2010.

Principal Corporate Seal

W. Q. Watters Company  
(Name of Principal)  
By Robert E. Thorton  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
By Kimberly J. Wilkinson  
Kimberly J. Wilkinson, 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. 220367

Certificate No. 003658981

KNOW ALL MEN BY THESE PRESENTS: 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

Gregory T. Gordon, Patricia A. Moyer, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

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 11th day of May, 2010.

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]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2010, 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., 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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, W. Q. Watters Company  
of Charleston, 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  
GSD116406 Attorney General's Office Plaster and Molding Repairs - According to Plans and Specifications

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  
12th day of October, 2010.

Principal Corporate Seal

W. Q. Watters Company  
(Name of Principal)  
By Robert E. Thacker  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
By Kimberly J. Wilkinson  
Kimberly J. Wilkinson, 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. 220367

Certificate No. 003658961

KNOW ALL MEN BY THESE PRESENTS: 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

Gregory T. Gordon, Patricia A. Moyer, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

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 11th day of May, 2010.

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]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2010, 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., 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





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

STATE OF WV

COUNTY OF Kanawha, TO-WIT:

I, Robert E. Thaxton, after being first duly sworn, depose and state as follows:

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

W. Q. Watters Company  
(Company Name)

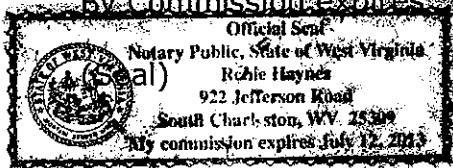
By: Robert E. Thaxton

Title: President

Date: 10/12/10

Taken, subscribed and sworn to before me this 12 day of October 2010.

By Commission expires July 12, 2013



Robie Haynes  
(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**

**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 exceed 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: W. Q. Watters Company

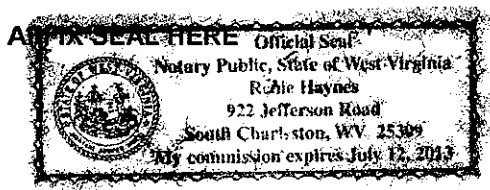
Authorized Signature: *Robert E. Watters* Date: 10/12/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 12 day of October, 2010.

My Commission expires July 12, \_\_\_\_\_, 2013.



NOTARY PUBLIC *Renie Haynes*