



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
GSD106422

PAGE
1

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

ROBERT V. HODSON

*709045245 304-744-0590
**GARCIE R MARKER & SONS INC
 1119 JEFFERSON ROAD
 SOUTH CHARLESTON WV 25309**

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING FIVE - HIGHWAYS
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/17/2009				

BID OPENING DATE: **09/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>REMOVAL OF THE FOUNTAIN OUSTIDE BLDGS 5,6, & 7</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR ALL LABOR AND MATERIALS FOR THE DEMOLITION AND REMOVAL OF THE FOUNTAIN IN THE PLAZA OUTSIDE BUILDINGS 5, 6 & 7 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 3, 2009 @ 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 (MAIN CAPITOL) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WV. 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>						

2009 SEP 21 PM 1:24
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Allen Marker</i>	TELEPHONE 304-744-0590	DATE 09/24/09	
TITLE President	FEIN 55-058-0625	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>TECHNICAL 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 09/10/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS ADDRESSING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p>						

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<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 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.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL CONTRACTOR.</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</p>						

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<p>A CERTIFICATE FROM WORKERS' COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p>						

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<p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. 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</p>						

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<p>OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED 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</p>						

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<p>EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 X</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>						

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<p>..... <i>Garcie R. Marker</i> SIGNATURE ..Garcie R. Marker & Sons, Inc. COMPANY ..09/24/09 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..Garcie R. Marker & Sons, Inc.</p> <p>CONTRACTORS LICENSE NO.: ..WV001474.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p>						

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<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <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>						

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	***** THIS IS THE END OF RFQ GSD106422 ***** TOTAL:					\$157,000.00

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Building 5,6,7 Exterior Fountain Removal
Engineering Section Project

REQUEST FOR QUOTATIONS #GSD106422
BLDGS# 5,6,7 EXTERIOR FOUNTAIN REMOVAL
WEST VIRGINIA STATE CAPITOL COMPLEX

Charleston, West Virginia

Location: Buildings 5,6,7
West Virginia State Capitol Complex
Charleston, West Virginia

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard East
Building One, Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:
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The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for the removal of the exterior fountain and all related appurtenances.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for September 3, 2009 at 10:00 a.m. meeting at the Main Capitol Building, in the Food Court in the basement . A walking tour of the project area will follow the meeting.

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I SCOPE:

The West Virginia Department of Administration, General Services Division, hereinafter known as the "Owner," is soliciting quotations for all labor, material, equipment, supplies and transportation to remove the existing exterior fountain and prepare the site to the specifications set forth by the General Services Division's Engineering Section. The work is located on the Capitol Complex in Charleston, West Virginia. The project manager for this contract will be an employee of the Owner and be designated by the Engineering Manager. The Contractor will have one hundred eighty (180) days from the Owner's issuance of Notice to Proceed to satisfactorily complete the work described herein.

The work consists of the disassembly, removal and disposal of the exterior fountain at the stated location. This includes all related mechanical and electrical equipment and removal of all piping and electrical services, pumps, piping, and control devices. Contractor shall demolish and remove all stone used as part of the fountain exterior and any associated concrete, except that designated by the Owner to be retained as property of the Owner.. Contractor will properly dispose of any materials not retained by the Owner. The contractor will safely perform the work described herein. The contractor will be solely responsible for the proper recovery and removal from Owner's premises, in accordance with all applicable laws, any and all existing refrigerants, oils and any other materials that are produced as a direct product or by-product due to execution of this work. Existing drain system will be repaired. Contractor will install a drop inlet to be connected to the existing drain system as described. The extended drop inlet drain system will be all ductile iron piping, fittings and surface grating with a concrete catch basin immediately after the surface grate. Standard basin and plumbing installations are acceptable for this part of the work. All equipment disassembled, or otherwise made into pieces will become property of the contractor and will be a part of the removal aspect of the project. Contractor will be responsible for furnishing and placement of any dumpsters needed to complete the work herein. The placement of any dumpster will be coordinated with the Owner prior to placement or beginning construction. A pre-construction meeting will be held after the award of the contract.

The area of fountain removal work shall be prepared, by the Contractor, as described in the attached "Earthwork Specifications". The Contractor must consult with the GSD Grounds Manager to determine the type of grass seed and cover to be used for the final surface area.

The successful contractor will be required to keep the work area clean on a daily basis and remove debris from the site at a minimum of twice weekly. Contractor will furnish

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containers or other means to be used for the disposal of removed equipment and materials. Contractor will not be allowed to use dumpsters and other related refuse containers of the General Services Division or the State of West Virginia.

All applicable local safety and OSHA rules / guidelines shall be met by the contractor. All work performed by the use of welding equipment, cutting torches or other disassembling apparatus shall be pre-approved by the Safety Manager of the General Services Division. Contractor must comply with the attached General Services Division "Hot Work Permit" Procedures. A hot work permit must be obtained from the General Services Division Maintenance Section prior to any cutting or torch use on this project.

Contractor will furnish all materials, labor, and equipment necessary to complete all work as indicated in these specifications. Intent is that the completed work consists of complete removal of the items from the designated work areas as specified and described in these specifications.

This Request For Quotations also incorporates the attached project specific documents:

1. GSD106422 Earthwork Specifications
2. GSD106422 Bid Form
3. GSD106422 Hot Work Permit

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, will hereinafter be called the "Owner".
- B. The successful bidder awarded the contract as a result of this Request for Quotations will hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, will mean the fully executed purchase order between the Owner and the Contractor to provide the services herein specified.
- D. "Owner's Representative or Designee", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", if stated in the Contract shall refer to the General Services Division.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform work to disassemble and remove the exterior fountain. 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. Two copies (one original and one copy) of invoices will be submitted for payment (in arrears) and must include the following information:

1. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, 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-68
Attn: Business Manager
Charleston, WV 25305

C. 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.

D. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and

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against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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 of all waste and debris 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. Contractor will furnish warranty of a minimum of 12 months / 1 year for labor and materials.

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I. 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.

GENERAL DESCRIPTION OF WORK INCLUDED IN THIS CONTRACT

CUTTING/WELDING: Perform all necessary cutting using acetylene torches or other approved equipment for the purpose of executing the specified work. All cutting/welding must meet the "Hot Work Permit" procedures as described herein.

CUTTING/CAPPING: Perform all necessary cutting using acetylene torches or other approved equipment for the purpose of executing the specified work. All cutting/welding must meet the "Hot Work Permit" procedures as described herein. All capping of piping or related ductwork will meet the Owners approval and the workmanship shall be of an acceptable standard in the related industry.

EQUIPMENT REMOVAL: All pumps and related electrical and mechanical equipment and other stone and/or concrete material to be removed as stated herein will adhere to the specifications herein.

CONCRETE / STONE REMOVAL: All concrete associated with the interior of the fountain will be removed and the remaining void returned to a finish acceptable for general use with the top 18 inches being an acceptable soil suitable for the growth of grass and other landscaping.

ELECTRICAL EQUIPMENT: Contractor will be responsible for insuring that all electric power supplies to any equipment and appurtenances as described herein are disconnected and proper procedures followed during the removal of such equipment. All remaining supply lines are to be left in a manner acceptable to the electrical industry standards.

SURFACE PREPARATION: Contractor will leave the surface area of the project seeded with grass and covered with seed protecting straw to the Owner's satisfaction.

RFQ#GSD106422**EARTHWORK SPECIFICATIONS****I. GENERAL****1. SUMMARY**

- a. This Section includes the following:
 - i. Preparing subgrades for lawns and grasses or exterior plants.

2. DEFINITIONS

- a. Backfill: Soil material used to fill an excavation.
 - i. Initial Backfill: Backfill placed in a trench or excavated area.
- b. Final Backfill: Backfill placed over initial backfill to fill a trench or excavated area.
- c. Bedding Course: Course placed over the excavated subgrade in a trench or excavated area.
- d. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- e. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- f. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - i. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 - ii. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- g. Fill: Soil materials used to raise existing grades.

h. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

i. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

j. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

k. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

II. PROJECT CONDITIONS

Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

III. PRODUCTS

1. SOIL MATERIALS

a. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

b. Satisfactory Soils: [ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM] [AASHTO M 145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3], or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

c. Unsatisfactory Soils: Soil Classification Groups [GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487] [A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145], or a combination of these groups.

i. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2. ACCESSORIES

- a. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

IV. EXECUTION

1. PREPARATION

- a. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by equipment use, settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations. (All equipment will use pads or other necessary means to protect sidewalks and all other areas during work)
- b. Preparation of subgrade for earthwork operations will include removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.
- c. Protect and maintain erosion and sedimentation controls.

2. EXCAVATION

- a. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - i. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3. EXCAVATION FOR STRUCTURES

- a. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

- i. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

4. SUBGRADE INSPECTION

- a. Proof-roll subgrade at excavation area with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- b. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

5. UNAUTHORIZED EXCAVATION

- a. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.
 - i. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

6. STORAGE OF SOIL MATERIALS

- a. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - ii. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

7. SOIL FILL

- a. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- b. Place and compact fill material in layers to required elevations as follows:

- i. Under grass and planted areas, use satisfactory soil material.
- ii. Under walks and pavements, use satisfactory soil material.
- iii. Under steps and ramps, use engineered fill.

8. SOIL MOISTURE CONTROL

- a. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - i. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - ii. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

9. COMPACTION OF SOIL BACKFILLS AND FILLS

- a. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- b. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- c. Compact soil materials to not less than the following percentages of maximum dry unit weight according to [ASTM D 698] [ASTM D 1557]:
 - i. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - ii. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - iii. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below

subgrade and compact each layer of backfill or fill soil material at **85** percent.

- iv. For utility trenches or excavated areas, compact each layer of initial and final backfill soil material at **85** percent.

10. GRADING

a. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

b. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

- i. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
- ii. Walks: Plus or minus 1 inch (25 mm).
- iii. Pavements: Plus or minus 1/2 inch (13 mm).

11. SUBBASE AND BASE COURSES

a. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

b. On prepared subgrade, place subbase and base course under pavements and walks as follows:

- i. Shape subbase and base course to required crown elevations and cross-slope grades.
- ii. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to [ASTM D 698] [ASTM D 1557].

12. DRAINAGE COURSE

a. Place drainage course on subgrades free of mud, frost, snow, or ice.

b. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

- i. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
- ii. Compact each layer of drainage course to required cross sections and thicknesses to not less than [95] <Insert percentage> percent of maximum dry unit weight according to ASTM D 698.

13. PROTECTION

- a. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- b. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- c. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - i. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible. Contractor must coordinate with Owners Grounds Manager to determine the type of grass seed and seed cover to be used for the final surface preparation.

14. DISPOSAL OF SURPLUS AND WASTE MATERIALS

V. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

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A.**Purpose and Scope**

The purpose of this procedure is to establish minimum guidelines to ensure the safety and health of personnel and prevent fires resulting from temporary operations involving hot work. This includes, but is not limited to welding, torch-cutting, soldering, and brazing. This program will require the issuance of a "Hot Work Permit" before beginning hot work. This procedure applies to West Virginia State Government employees and contractors who perform or supervise hot work activities in existing buildings, new construction in existing buildings, and new construction attached to existing buildings. It also applies to new construction, once the building has been "enclosed".

This procedure does not apply to areas that are specifically designed and equipped for such operations, e.g. welding stations at the craft shops including the Chiller Plant. Questions regarding applicability of this procedure should be directed to the Office of Environmental Health and Safety.

Contractors must have a hot work procedure that conforms to all OSHA regulatory requirements, including a fire watch while performing hot work on West Virginia State Government property.

2.0 References

- 2.1 OSHA 29CFR 1910.252: Fire Prevention and Protection
- 2.2 OSHA 1910.252 – Welding, Cutting, and Brazing
- 2.3 OSHA 1926.352 – Fire Prevention
- 2.4 NFPA 51B – Fire Prevention in Use of Cutting and Welding Processes

3.0 Attachments

- 3.1 Attachment 1: Hot Work Permit

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4.0 Definitions

- 4.1 Arc welding is a welding process where similar materials are joined with a heating process caused by an electric arc.
- 4.2 Brazing is a process intended to permanently join two or more metals/materials together to form a single assembly by heating them in the presence of a filler metal that begins to melt above 450° C (840° F).
- 4.3 Cutting is to separate metals by using any gas, electric arc or flammable, or combination thereof.
- 4.4 Grinding is to crush, pulverize, or reduce to powder by friction, especially by rubbing between two hard surfaces.
- 4.5 Fire watch A person assigned to watch for fires resulting from hot work.
- 4.6 Hot Work Spark/fire producing activities to include welding, torch cutting, brazing, torch soldering that are not performed within the parameters of a controlled environment, e.g. shop area that is designed / equipped for these types of activities.
- 4.7 Non-fire causing work is work which may interfere with fire protection systems but does not have the potential to start a fire. Some examples include dust generating work (e.g., sanding) or steam generating work.
- 4.8 Non-torch operation is all other hot work operations other than defined Torch Operations.
- 4.9 Soldering is to unite (metallic surfaces or edges) by the intervention of a more fusible metal or metallic alloy applied when melted; to join by means of metallic cement.

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- 4.10 Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)
- 4.11 Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

B. PROCEDURE

Everyone working with hot work has certain responsibilities. It is very important that every individual is familiar with his/her responsibilities.

4.12 Environmental Health and Safety Office

- 4.12.1 Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.
- 4.12.2 Monitor compliance with standards set forth in the program by periodic inspections.
- 4.12.3 Assist Supervisors by providing training as set forth in procedure.

4.13 Project Managers

- 4.13.1 Oversee contractor work activities.

4.14 Supervisors

- 4.14.1 Ensure that affected employees comply with requirements established within this procedure.

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4.14.2 Approve hot work activities via issuing the Hot Work Permit.

4.14.3 Identify "designated shop areas" where physical fire prevention measures are in place to prevent inadvertent fire, and therefore a hot work permit process is not warranted.

4.14.4 Ensure that personnel are appropriately trained to fulfill their assigned duties during hot work operations.

4.15 Employees

4.15.1 Complete adherence to the requirements of this program and successful completion of all required training.

4.15.2 Obtain a hot work permit prior to starting work.

4.15.3 Ensure that all cutting and welding equipment is in satisfactory condition and in good repair.

4.15.4 Ensure that work being performed is within the scope of the permit and that all precautionary measures listed on the permit are in effect.

4.16 Fire Watch

4.16.1 Evaluate the worksite and planned hot work operations for potential fire hazards as required in the hot work permit.

4.16.2 Inspect the area where hot work is planned to take place, ensuring that all necessary precautions have been taken to prevent the possibility of fire.

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4.16.3 Observe hot work-in-progress to ensure that all fire protection measures are in place.

4.16.4 Ensure fire extinguishing equipment is at the location where hot work is being performed.

4.16.5 Understand the alarm procedures in the facility in case of an uncontrolled fire.

4.16.6 Inspect the area for 30 minutes after hot work to ensure that no potential for fire exists.

4.16.7 Close out the hot work permit and return it to the supervisor/foreman for filing.

5.0 Training

All departmental personnel are to receive "awareness level" training on the general rules associated with this procedure.

5.1 Awareness training consists of:

5.1.1 The purpose of the Hot Work Procedure.

5.1.2 What activities are considered hot work and when a fire watch is necessary.

5.1.3 General precautions related to fire protection for those engaged in hot work.

5.1.4 Awareness training is required annually along with additional training requirements for those acting as Fire Watches.

5.2 Fire Watch training consists of:

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5.2.1 Specific responsibilities as outlined in this procedure.

5.2.2 Training on the use of fire protection equipment.

5.2.3 General precautions on work locations, safe distances, openings, and cracks in surfaces in hot work area.

5.2.4 Hands-on training of fire extinguishing equipment is to be conducted every three years and general fire extinguisher (classroom) training every year.

5.3 Personnel engaged in hot work activities are to be trained on the safe work procedures/practices associated with specific hot work activities, e.g. welding, burning, etc.

5.4 Training documentation is to be maintained by each department for a minimum of 5 years.

6.0 Procedures

6.1 General Requirements

6.1.1 A Hot Work Permit (Attachment 1) is required for all hot work as defined in section 4.0. (The supervisor/foreman is responsible for completion and issuance of hot work permits.)

6.1.2 A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.1.3 The permit must have all informational data on the top of the form and the pre-work checklist completed and signed by the attending fire watch prior to commencement of work.

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- 6.1.4 The hot work permit must be posted at the location of the work being performed during the entire time hot work is being conducted.
- 6.1.5 The permit may only be issued for a period not to exceed five business days.
- 6.1.6 The person performing the hot work cannot act as a fire watch at the same time.
- 6.1.7 Openings or cracks in walls, floors, or ducts within 35 feet of the hot work area must be tightly covered to prevent the passage of sparks to adjacent areas.
- 6.1.8 Ventilation systems that might carry sparks to distant combustibles must be protected or shut off.
- 6.1.9 Combustible floors (except wood on concrete) must be kept wet, covered with damp sand, or protected by fire-resistant shields.
- 6.1.10 If hot work is to be performed on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side.
- 6.1.11 Where possible, the work should be moved to a remote location, where there will not be a chance of setting a fire. If the work cannot be moved, combustibles should be taken a safe distance away (at least 35 feet) or the combustibles must be properly shielded from ignition sources.
- 6.1.12 A fully charged and operable fire extinguisher, appropriate for the type of possible fire, must be available at the work area.

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- 6.1.13 All personnel (employees, contractors, building occupants) and facilities must be suitably protected against hazards generated by the work.
- 6.1.14 All personnel performing hot work must use the appropriate Personal Protective Equipment.
- 6.1.15 After the hot work is complete, the fire watch must remain at the work site for 30 minutes.
- 6.1.16 After the Fire Watch performs his post-hot work inspection, he/she is to sign the bottom of the form and return it to the responsible supervisor.
- 6.1.17 When hot work is conducted in a confine space, the confine space will be changed to a permit required confined space unless prior approval is given from the Environmental Health and Safety Office.
- 6.1.18 All hot work permits are to be maintained on file in the supervisor's office for a period of one year.

6.2 Hot Work Permit Instruction

A Hot Work Permit is required whenever welding or cutting is performed outside of designated approved areas [Note: Contractors are not required to utilize a Hot Work permit, but some form of written authorization is recommended.]

6.2.1 Part 1

- 6.2.1.1 The supervisor will complete and retain Part 1 authorizing the hot work.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
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NOTE: If a hot work permit is required at a job site, the supervisor approval may be provided via radio. The individual performing the hot work must print the supervisors name followed by "*Via Radio*" in the authorization section. (e.g. John Smith/Via Radio)

6.2.1.2 The supervisor is to check (✓) all applicable "REQUIRED PRECAUTIONS" on the right side of the permit.

6.2.1.3 Part 2 is given to the person performing the hot work.

6.2.2 Part 2

6.2.2.1 The employee performing the work will inspect the work area and determine if a fire watch is necessary.

NOTE: A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.2.2.2 If a fire watch is deemed **not** necessary, the individual performing the work will fill out Part 2 of the Hot Work Permit and print "N/A" over the "FIRE WATCH/HOT WORK AREA MONITORING" section, followed by his/her initials.

6.2.2.3 Once work is completed, the Hot Work Permit is returned to the supervisor.

6.2.2.4 If a fire watch **is** necessary, the supervisor must be notified and a fire watch assigned to the work area.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
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6.2.2.5 The fire watch will fill out the **REQUIRED PRECAUTIONS CHECKLIST** and sign the **FIRE WATCH SIGNOFF** section.

6.2.2.6 Thirty minutes after the hot work is completed, the fire watch will conduct a final check of the area and sign the **FINAL CHECK-UP** section.

6.2.2.7 After the Hot Work Permit is completed, it is to be returned to the supervisor for filing.

D.

POSTING

- 7.1 Employees and Contractor's Representatives are responsible for the completion, posting or presentation of a fully approved Hot Work Permit (attachment 1.)

**GENERAL SERVICES HOT-WORK PERMIT
Applies Only to Area Specified Below**

Date: ____/____/____ Building: _____ Floor: _____

Nature of Job: _____

The above location has been examined; the precautions checked below have been taken to prevent fire.

Precautions

The supervisor must inspect the proposed work area and check precautions to prevent fire.

General Precautions

- Sprinklers and/or fire host in service
- Cutting and welding equipment in good repair
- Area supervisor notified

Precautions within 35 Feet of Work

- Floors swept clean of combustibles
- Combustible floors wet down, covered with damp sand, metal, or fireproof sheets
- No combustible materials or flammable liquids
- Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- All wall and floor openings covered
- Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

Work on Walls or Ceilings

- Construction noncombustible and without combustible covering or insulation
- Combustibles moved away from opposite side

Work on Enclosed Equipment

- Equipment cleaned of all combustibles
- Containers purged of flammable vapors
- adequate air flow through enclosed equipment to be provided while cutting and welding is done

Fire watch

- To be provided during and for 30 minutes after operation
- Supplied with extinguishers or small hose
- Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed: _____ (Contractor Performing Work)

Signed: _____ (Safety)

Signed _____ (O&M Manager)

Permission is granted for this Work

Permit Expires on ____/____/____ at ____: ____ AM/PM

Signed: _____ (Area Supervisor)

Time Started: ____ : ____ AM/PM ____ : ____ AM/PM

Final Check-Up

Work area and all adjacent areas to which sparks and heat might have spread (such as floors above and below and on opposite sides of walls were inspected for at least 30 minutes after the work was completed and were found fire safe.

Signed: _____ (Contractor Performing Work)

After signing, return permit to person who issued it.

State of West Virginia
General Services Division

Building 5,6,7 Exterior Fountain Removal
Engineering Section Project

**REQUEST FOR QUOTATIONS #GSD106422
Building 5, 6 & 7 Fountain Removal
Charleston, West Virginia**

BID FORM

Garcie R. Marker & Sons, Inc.

NAME OF BIDDER

1119 Jefferson Road, South Charleston, WV 25309

ADDRESS OF BIDDER

304-744-0590

PHONE NUMBER

WV001474

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.

TOTAL CONTRACT BID

One hundred fifty-seven thousand dollars and no cents

(\$ 157,000.00)

(Total to be written in figures and words.)

State of West Virginia
General Services Division

Building 5,6,7 Exterior Fountain Removal
Engineering Section Project

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within one hundred eighty (180) consecutive calendar days following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

Progress payments during the life of the contract will be permissible, with monthly invoices submitted in arrears for work performed from the first to the final day of the preceding month, with a 5% retainage being deducted. When the WORK under contract has been complete and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

The successful bidder shall be required to provide three (3) references for projects of a similar size and scope to the project defined by the specifications herein. The form included herein is for reference only, and is not required to be submitted with the bid, but may be included at the bidder's discretion.

State of West Virginia
General Services Division

Building 5,6,7 Exterior Fountain Removal
Engineering Section Project

References:

Reference Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

Reference Name: _____

Position: _____

Address: _____

Telephone Number: _____

Project Name: _____

Project Description: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Garcie R. Marker & Sons, Inc.
of South Charleston, WV, as Principal, and The Cincinnati Insurance Company
of Fairfield, OH, a corporation organized and existing under the laws of the State of _____
OH with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, 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
GSD106422 - Removal of the fountain outside Bldgs 5, 6 & 7 - According to Plans & 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 Oblige 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
24th day of September, 2009.

Principal Corporate Seal

Garcie R. Marker & Sons, Inc.
(Name of Principal)

By: Allen Marker
(Must be President or
Vice President)

Allen Marker President
(Title)

Surety Corporate Seal

The Cincinnati Insurance Company
(Name of Surety)

By: Patricia A. Moye
Patricia A. Moye, 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.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Allan L. McVey; Larry D. Kerr; Gregory T. Gordon; Patricia A. Moye and/or Kimberly J. Wilkinson

of Charleston, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 24th day of September 2009



Gregory J. Schloem
Secretary



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, Allen Marker, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Garcie R. Marker & Sons, Inc.; and,
2. I do hereby attest that Garcie R. Marker & Sons, Inc.

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.

Garcie R. Marker & Sons, Inc.
(Company Name)

By: Allen Marker

Title: President

Date: 09/24/09

Taken, subscribed and sworn to before me this 24 day of Sept.

By Commission expires June 28, 2015

(Seal) Official Seal
Notary Public, State of West Virginia
Tami G. Marker
Rt. 2 Box 354M
Charleston, WV 25314
My Commission Expires June 28, 2015

Tami G. Marker
(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:

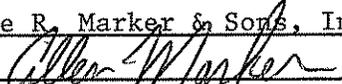
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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: Garcie R. Marker & Sons, Inc.

Authorized Signature:  Date: 09/24/09