



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

# Request for Quotation

RFO NUMBER  
 DNR211071

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

VENDOR  
 FA11111519 304-872-4868  
 EASTERN ELECTRIC LLC  
 PO BOX 92  
 MT NEBO WV 26679

SHP TO  
 DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE RENOVATION OF THE EXISTING ELECTRICAL SERVICE FOR THE SWIMMING POOL, BATHHOUSE AND LIFT STATION AT BLUESTONE STATE PARK IN SUMMERS COUNTY WV.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/02/2010 AT 1:30 PM AT THE BLUESTONE STATE PARK OFFICE. 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 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>						

RECEIVED  
 2010 JAN -6 P 12:47  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael J. Hill</i>	TELEPHONE 304-872-4808	DATE 1/10/11	
TITLE Member	FEIN 55-0775042	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<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>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 12/06/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED AFTER THE DEADLINE.</p> <p>THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION AND THE PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p>FRANK WHITTAKER, SENIOR BUYER          WEST VIRGINIA PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING          MILLER ENGINEERING, INC.          250 SCOTT AVENUE, SUITE 3          MORGANTOWN, WV 26508          TELEPHONE: 304-291-2234 EXT. 3</p> <p>THERE IS A NON-REFUNDABLE \$155.00 FEE FOR PLANS AND</p>						

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SIGNATURE: *Michael J. H.* TELEPHONE: 304-872-4808 DATE: 1/6/11

TITLE: Member FEIN: 55-0775042 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SPECIFICATIONS. THE FEE INCLUDES USPS PRIORITY MAIL SHIPPING.</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 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 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SUMMERS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael [Signature]* TELEPHONE: 304-872-4868 DATE: 1/6/11

TITLE: Member FEIN: 55-0775042 ADDRESS CHANGES TO BE NOTED ABOVE

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PROPERTY VALUATION  
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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 TH 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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Hall</i>	304-872-4868	11/6/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Member	55-0775042	

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<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> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., 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>						

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SIGNATURE <i>Michael R</i>	TELEPHONE 304-872-4868	DATE 1/6/11
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<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

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SIGNATURE <i>Michael H</i>	TELEPHONE 304-872-4868	DATE 1/6/11
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<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... ✓</p> <p>NO. 4 ..... </p> <p>NO. 5 ..... </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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SIGNATURE: *Michael [Signature]* TELEPHONE: 304-872-4868 DATE: 1/6/11

TITLE: Member FEIN: 55-0775642 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Michael H. [Signature]</i> .....SIGNATURE  <i>Eastern Electric, LLC</i> .....COMPANY  <i>1/6/11</i> .....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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Eastern Electric, LLC</i> .....</p>						

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SIGNATURE *Michael H. [Signature]* TELEPHONE 304-872-4868 DATE 1/6/11

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<p>CONTRACTORS LICENSE NO. : .</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST</p>						

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CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
REQ. NO.:				DNR211071		
BID OPENING DATE:				12/22/10		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-872-3034						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
Michael Harlow						
***** THIS IS THE END OF RFQ DNR211071 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Harlow</i>	TELEPHONE 304-872-4868	DATE 1/6/11
TITLE Member	FEIN 55-0775042	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFO NUMBER  
 DNR211071

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

VENDOR  
 \*A11111519 304-872-4868  
 EASTERN ELECTRIC LLC  
 PO BOX 92  
 MT NEBO WV 26679

SHIP TO  
 DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/08/2010				

BID OPENING DATE: 12/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET AND TECHNICAL QUESTIONS & ANSWERS.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211071 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael W.* TELEPHONE 304-872-4868 DATE 1/6/11

TITLE Member FEIN 55-0775042 ADDRESS CHANGES TO BE NOTED ABOVE

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

Bluestone State Park  
Swimming Pool Bath House Renovation  
RFQ# DNR211071  
Pre-Bid Meeting Summary  
Date of Meeting: December 2, 2010

1. A pre-bid meeting was held at the Activities Building on the specified date and began at 1:30 pm.
2. A sign – in sheet was circulated and a copy is attached.
3. The Pre-bid meeting checklist was used and a copy is attached.
4. Rob Angus (Miller Engineering) went over the scope of work and answered questions.
5. Everyone had a chance to view the drawings at the meeting and ask questions.
6. The project shall be issued a notice to proceed as soon as possible after the purchase order has been issued and the time for completion shall be 120 days.
4. All present had an opportunity to view the work site.
5. The meeting was concluded at approximately 2:30pm.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: DNR211271

Date: 12/2/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WV DNR</u>
Firm Address:	<u>Brian Carney PE</u> <u>Brett Miller</u>
Representative Attending:	<u>Rob Angus Miller Engineering</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Southern Riv Inc</u>
Firm Address:	<u>#13 Mercer Plaza</u> <u>Mercer Mall Road</u> <u>Bluefield WV 24701</u>
Representative Attending:	<u>David Stowers</u>
Phone Number:	<u>304-324-4272</u>
Fax Number:	<u>304-324-4274</u>
Email Address:	<u>david.stowers@southern-riv.com</u>

Firm Name:	<u>TRI-COUNTY ELECTRIC</u>
Firm Address:	<u>240 SCOTT AVE</u> <u>MORGANTOWN W.V.</u>
Representative Attending:	<u>BRIAN SFAMELI</u>
Phone Number:	<u>304-296-3090</u>
Fax Number:	<u>304-296-7937</u>
Email Address:	<u>TIFFANY@PENNLINB.COM</u>

Firm Name:	<u>EASTERN ELECTRIC LLC</u>
Firm Address:	<u>P.O. BOX 92</u> <u>MT NEBO WV 26677</u>
Representative Attending:	<u>Michael Hamer</u>
Phone Number:	<u>304-872-4868</u>
Fax Number:	<u>304-872-3634</u>
Email Address:	<u>mhamer@easternelectricllc.com</u>

Firm Name:	<u>Brown Homes, LLC</u>
Firm Address:	<u>Po Box 64</u> <u>Lansport, WV 24733</u>
Representative Attending:	<u>Charles Brown</u>
Phone Number:	<u>304-467-7674</u>
Fax Number:	<u>SAME</u>
Email Address:	<u>Stumpjumpa@earthlink.net</u>

Firm Name:	<u>IMPROVEMENTS UNLIMITED</u>
Firm Address:	<u>P.O. BOX 37</u> <u>LEONIA, WV 24740</u>
Representative Attending:	<u>STEVEN DARMAN</u>
Phone Number:	<u>304-487-1266</u>
Fax Number:	<u>304-487-2776</u>
Email Address:	<u>id@improvements.com</u>

**SIGN IN SHEET**

Request for Quotation Number: \_\_\_\_\_

DNR211071

Date: \_\_\_\_\_

12/2/2010

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	<u>MAM STREET BUILDER</u>
Firm Address:	<u>PO Box 309 PRINSETON NJ 21740</u>
Representative Attending:	<u>AMM VEST</u>
Phone Number:	<u>304-487-3912</u>
Fax Number:	<u>SAME</u>
Email Address:	<u>WWW.MSBWK.COM</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
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Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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

# Request for Quotation

BFO NUMBER  
 DNR211071

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

VENDOR  
 \*A11111519 304-872-4868  
 EASTERN ELECTRIC LLC  
 PO BOX 92  
 MT NEBO WV 26679

SHIP TO  
 DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2010				

BID OPENING DATE: 12/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE:						
1) THE ATTACHED SCOPE CLARIFICATION AND TECHNICAL QUESTION AND ANSWER.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211071 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-872-4868	DATE 1/6/11
TITLE Member	FEIN 55-0775642	ADDRESS CHANGES TO BE NOTED ABOVE

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

BLUESTONE PARK ELECTRICAL UPGRADE  
DNR211071  
ADDENDUM #2

- 1) SCOPE CLARIFICATION: Subsequent to the pre-bid meeting, it was determined that the contractor currently wiring the Bathhouse will install a 200 amp, 120/ 208 volt, 3 phase 4 wire panel, with main; and land all the Bathhouse loads in the panel. As such, the 200 amp 120/208 volt panel to serve the Bathhouse called for in the project is removed by this addendum. HOWEVER, the 480 volt panel, the 75 KVA transformer, all associated feeders and conduit; and the line side feeders and conduit from the 75 KVA transformer to the 200A120/208 panel remain in the scope of work of this project.
- 2) Question: 'Please detail the Bathhouse loads in the 200 amp 208 volt panel.'  
Answer: loads will already be connected in the panel by the Bathhouse contractor – see #1.

End of Addendum





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  
**DNR211071**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

**A1111519 304-872-4868**  
**Eastern Electric, LLC**  
**PO Bx 92**  
**Mt. Nebo, WV 26079**

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION

324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/20/2010				

BID OPENING DATE: **01/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 3 *****</p> <p>THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.</p> <p>BID OPENING DATE AND TIME IS CHANGED TO: 01/06/2011 AT 1:30 PM</p> <p>***** END ADDENDUM NO. 3 *****</p>						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211071 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE <b>304-872-4868</b>	DATE <b>1/6/11</b>
TITLE <b>Member</b>	FEIN <b>55-0775642</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer  
Finance and Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2316 Ext. 218

Plans and specifications may be obtained by contacting:

Miller Engineering, Inc.  
250 Scott Avenue, Suite 3  
Morgantown, WV 26508  
Telephone: 304-291-2234 Ext. 3

There is a non-refundable \$155 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact Miller Engineering at the above location to arrange payment. An additional fee may be required if a purchaser requests special shipping arrangements.

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 condition 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.

The Bidder, if successful and awarded the contract, (herein called the Contractor) agrees that all work is to be complete within 120 consecutive calendar days following receipt 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 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** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



Eastern Electric, LLC  
P.O. Box 92, Mt. Nebo, WV 26679  
Phone: 304.872.4868 Fax: 304.872.3634  
WV031621

**PROPOSAL #110106-01**

January 6, 2011

**Proposal submitted to:** Department of Administration (Hereinafter referred to as "Owner")  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

**Job Information:** DNR211071 Bluestone State Park Electrical Renovations

**Scope of Work:** Eastern Electric, LLC (hereinafter referred to as "Contractor") will supply labor, material and inspection for the electrical installation per prints and specs.

**Special Conditions/Clarifications:**

- *Pedestals nor outlets for pedestals are included in this quote due to the campsites already having them. The existing ones will be re-used.*
- *Project is priced where existing cables are to be used that all cabling is correctly sized, long enough and properly grounded.*
- *Project is priced as prevalling wage.*

**Prints and Specifications:** Miller Engineering, Inc., Project # MEI 10010 dated September 30, 2010

**Price:** Eastern Electric, LLC proposes to furnish the aforementioned material and/or labor in accordance with the above conditions for: Ninety Four Thousand Five Hundred Seventy Three Dollars (\$94,573.00) plus applicable taxes.

**Payment Schedule:** Monthly Progressive Payments

Time is of the essence in payments due to Contractor. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged interest at the rate of 1.5% per month and there will be a rebilling fee of \$50 per month until the unpaid balance is paid in full. No release of lien shall be signed unless all payments are paid in full.

Eastern Electric, LLC, a West Virginia limited liability company ("Contractor")

By: Michael J. [Signature] Date: January 6, 2011  
Its: Construction/Project Engineer



This is your authorization to complete the work as outlined above according to conditions on this page and the attached pages of this proposal. By signing, you agree to the Terms and Conditions attached to this Proposal and certify you have the capacity to enter into legal contracts for Owner.

Acceptance Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_ PO# \_\_\_\_\_

**When both parties sign this proposal, this instrument, including the Terms and Conditions constitutes a legal and binding contract between the parties. This proposal may be withdrawn by us if not accepted within fifteen (15) days from date of submission.**



**OWNER DEFAULTS:**

Owner will be in default if:

- Any payment called for under this proposal or any change orders becomes past due.
- Any written agreement made by the Owner is not performed as set forth in such written agreement.
- Any conditions represented, covenanted, or warranted by the Owner prove to be untrue.
- Failure of Owner to comply with any of the conditions of this proposal.

**CONTRACTOR'S REMEDIES:**

In event of Owner default, Contractor may do any or all of the following, at its sole option:

- Suspend and or all work and remove its materials/equipment from the premises.
- Remove any Contractor-supplied material/equipment, whether or not installed or placed in operation.
- Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. Owner acknowledges and agrees to pay all costs and expenses, including all attorney's fees, court costs, collection costs (including fees incurred in connection with appeals) incurred by Contractor in enforcing its rights under this proposal.

**LIMITED WARRANTY:**

Limited warranty shall apply exclusively to the service costs related to the electrical installation of the material, fixtures, equipment, and other items supplied by the Contractor and shall be limited to only the invoice costs related to such service(s).

OWNER AGREES TO ACCEPT THE SERVICES OF CONTRACTOR "AS IS, WHERE IS, WITH ALL FAULTS". CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE SERVICES TO BE PERFORMED HEREUNDER. OWNER ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST CONTRACTOR BASED THEREON. OWNER FURTHER AGREES NOT TO ASSERT ANY CLAIM AGAINST THE CONTRACTOR FOR LOSS OF ANTICIPATORY REVENUES OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SERVICES PERFORMED BY CONTRACTOR EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER HAS NOT RELIED UPON ANY REPRESENTATIONS OR OTHER INFORMATION, WHETHER WRITTEN OR ORAL, PROVIDED BY THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES. This warranty does not apply to: 1) Material, fixtures, equipment and other items supplied by others or 2) Extensions or additions to the original installation if made by others.

Contractor's Limited Warranty shall commence from the final (electrical) inspection date for a maximum period of one (1) year. The Limited Warranty shall terminate if any payment due hereunder, including change orders, becomes past due for any period whatsoever.

**FIXTURES AND EQUIPMENT SUPPLIED BY OTHERS:**

Price includes the installation of fixtures furnished by others, if fixtures are on job at time of electrical trim out. Fluorescent fixtures supplied by others shall be assembled, pre-whipped, and pre-lamped with in-line fuses.

Contractor shall not be responsible for fixtures and equipment supplied by others. Losses due to theft, damage, vandalism, etc. are not the responsibility of Contractor. Fixtures and equipment must be stored by others.

Price does not cover: (1) The warranty of fixtures and equipment supplied by others, (2) The assembly of fixtures or equipment supplied by others, or (3) Fixtures weighing more than fifty (50) pounds.

**INDEMNIFICATION:**

Owner agrees to defend, indemnify, and save harmless Contractor from all damages, liabilities, and adverse consequences to Contractor arising out of or in connection with this Agreement due to the negligence of Owner.

**COMPLIANCE WITH LAWS:**

Owner and Contractor each warrant that it shall comply with all applicable Federal, State and local laws, rulings, and regulations of the United States of America, and all laws and regulations during the performance and term of this Agreement.

**INDEPENDENT CONTRACTOR:**

Contractor is and shall be deemed to be an independent contractor at all times during its performance of the work specified in this Agreement. Under no circumstance shall Contractor be deemed an agent for Owner.

**FORCE MAJEURE:**

Failure to perform due to labor strikes or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortage of labor or materials, delays in transportation, non-availability of the materials, equipment or supplies from manufacturer or supplier, or other causes beyond Contractor's control. IN NO EVENT WHATSOEVER SHALL CONTRACTOR BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER OR HOWEVER CAUSED.

Contractor carries Workmen's Compensation and Professional Liability Insurance covering its workers. Owner agrees to notify its insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the Owner.



## TERMS AND CONDITIONS

### NON-SOLICITATION/NON-COMPETITION:

Owner and Owner's agents, assigns, subsidiaries and affiliates are not to contract or employ any Contractor employees, agents, or individuals independently contracted by Contractor with respect to its work for Owner for a period of one (1) year from the date of any work performed by Contractor for said Owner within an area of fifty (50) miles radius from any job site.

### PERFORMANCE:

Unless otherwise agreed to in advance by Contractor, Contractor shall not pay for any overtime to complete project and all requisite overtime shall be considered an extra and authorization shall be required according to CHANGE ORDERS referred to below. Reasonable time shall be given to Contractor to complete each phase of the electrical job.

### MATERIALS AND EQUIPMENT:

All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices. All material and equipment will remain the property of the Contractor until Contractor invoices have been paid in full. Owner acknowledges and agrees that Contractor shall have the authorization to enter upon Owner's property for the purpose of repossessing material and equipment.

Owner will be responsible for any and all re-stocking and/or handling fees due to cancellation of contract, delivery refusal or erroneous information on design prints and documentation submitted to Contractor to purchase materials and equipment. Owner will be responsible for the cost of all materials and equipment due to Owner's cancellation of contract, delivery refusal or erroneous information on design prints or other documentation provided to Contractor.

### EXCLUSIONS:

This proposal specifically excludes concrete, forming, painting, patching, trenching, landscaping, compaction, yard repair, back filling, core drilling, venting and sealing of roof penetrations, if any. All waste created by Contractor will be removed to a specific area on the construction site. Contractor is not responsible for existing, concealed conditions that may be revealed during construction. If any existing, concealed conditions interfere with the completion of this project, the remediation of such conditions will be billed to Owner on a time and material basis. In such event, the Owner will be advised in writing as soon as possible after discovery.

### CHANGE ORDERS:

Any deviation, alteration or changes from this proposal will be executed only on receipt of written work order. Said charges shall in no way affect or make void the proposal. Charges for changes or modification to this proposal shall be based on the Electrician Labor Rate of Sixty Nine Dollars (\$69.00) per man hour and the Engineering Rate of Eighty Nine Dollars (\$89.00) per hour. Premium rates shall be charged for overtime at 1.5 times the regular hourly rate. Material, equipment rentals, utility charges and inspections shall be charged at "cost plus 20%". Mileage shall be charged at fifty- five cents (\$0.55) per mile.

Contractor must receive written authorization by any of the individuals listed below prior to commencement of work with respect to any change order. **NO WORK SHALL COMMENCE UNTIL CONTRACTOR RECEIVES WRITTEN AUTHORIZATION.** Individual(s) authorized to sign written change orders shall be:

Name(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

### NATIONAL AND LOCAL CODES:

Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of Contractor. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by others (i.e., Inspectors, Agencies, etc.) shall not be part of this proposal and shall be billed on a Time and Material basis as a Change Order.

### PAYMENTS:

The parties expressly agree that time is of the essence in the payment of the amounts due Contractor by virtue of any contract entered into between the parties. The parties further acknowledge that prompt payment to Contractor is an integral part of this proposal and any contract entered into between the parties. In the event the amounts due Contractor, as outlined in this proposal, any payment schedule and/or any contract entered into between the payments, is not strictly followed by the Owner, Contractor shall have a right to declare the Owner to have breached a material term of such contract and to be in default under any such contract if any payment is not made within ten (10) days of the date such payment is due. In such event, Contractor shall have the right to terminate any contract entered into between the parties, without further notice to the Owner or a right by Owner to cure any such default or breach.

In the event of such termination Owner shall nevertheless be responsible for payment of all outstanding payment applications or other amounts due, any special order/customer materials, any equipment already ordered and all work completed since the last payment application was submitted and/or paid.

The parties further expressly acknowledge and agree that, in addition to the other rights of Contractor, as set forth herein, if the final payment due Contractor, as outlined in the payment schedule, or elsewhere, is not received within 10 (10) days from the date such final payment is due, any warranty provided by Contractor shall become null, void and of no effect, without further notice by Contractor. Notwithstanding such warranty becoming null, void, and of no effect, the Owner shall remain responsible for any and all amounts due under any contract entered into between the parties, including, but not limited to the amounts set forth herein.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV031621

COPY

**Classification:**

ELECTRICAL

EASTERN ELECTRIC LLC  
DBA EASTERN ELECTRIC LLC  
PO BOX 92  
MT NEBO, WV 26679

**Date Issued**

SEPTEMBER 12, 2010

**Expiration Date**

SEPTEMBER 12, 2011

*Michael C. Pruitt*

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



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

STATE OF WV

COUNTY OF Nicholas, TO-WIT:

I, Michael Harlow, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

Eastern Electric, LLC  
(Company Name)

By: Michael Harlow

Title: Member

Date: 1/4/11

Taken, subscribed and sworn to before me this 4th day of January, 2011

By Commission expires April 9, 2019



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Kristin Moores  
Eastern Electric  
PO Box 92  
Mount Nebo, WV 26679  
My Commission Expires April 9, 2019

Kristin Moores  
(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.**



Agency \_\_\_\_\_  
REQ.P.O# 71044368

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Electric LLC  
of Mount Nebo West Virginia, as Principal, and Western Surety Company  
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of ninety-five thousand (\$ 95,000.00) 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 DNR211071 Electrical upgrades at the Bluestone Lake Campground, WV (5%)

**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 6th day of January, 2011.

Principal Corporate Seal

Eastern Electric LLC

(Name of Principal)

By [Signature]  
(Must be President or Vice President)

OWNER  
(Title)

Surety Corporate Seal



Western Surety Company

(Name of Surety)

[Signature]  
Attorney-in-Fact

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

ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)

STATE OF West Virginia  
COUNTY OF Fayette } ss

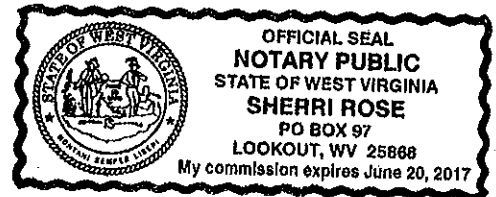
Bond No. 71044368

On this 16<sup>th</sup> day of January, 2011, before me, a notary public in and for said County, personally appeared Russell E. Bennett to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Russell E. Bennett acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Lookout, West Virginia, the day and year last above written.

My commission expires June 20, 2017

Sherri Rose  
Notary Public



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71044368

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Russell E. Bennett

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Eastern Electric, LLC

Obligee: WV Dept. of Administration, Purchasing Division

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

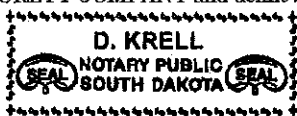
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 6, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of January, 2011.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

On this 6th day of January, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell  
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of January, 2011.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

RFQ No. DNR 211071

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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: Eastern Electric, LLC

Authorized Signature: *Michael [Signature]* Date: 1/4/2011

State of WV

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 4th day of January, 2011.

My Commission expires April 9, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Kristin Moores*

