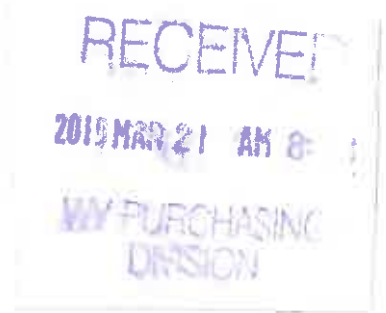


REQUEST FOR QUOTATION
Exterior Electrical Infrastructure Upgrade

Exhibit "A" Pricing Sheet



DATE: 3-20-2019

NAME OF VENDOR: Rogers Electrical Contracting Company Inc.

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all work in accordance with the Bidding Documents within the time set forth for the sum of:

For the sum of: Seventy-Eight Thousand Nine Hundred Seventeen Dollars

(\$ 78,917.00) (Show amount in both words and numbers)

REQUEST FOR QUOTATION
Exterior Electrical Infrastructure Upgrade

EXHIBIT B – PROJECT PLANS

Vendor will replace all 12 KV power with underground conduit/wire from Mon Power metering to building. (~600 ft) using #2 underground copper.

Vendor will install new 500KVA dead front transformer with pad mount (~6'x6'x10") near main building, all standard gauges and tap charger 2 ½ % +/-.

Vendor will rework existing secondary cables from building into transformer.

Vendor will remove all secondary aerial circuits from property.

Vendor will remove old substation and structures.

Vendor will install Main Disconnect unit (800 amp bolt switch).

Vendor will replace pole #1 with a 40 foot class 5 yellow pine or equivalent pole.

Vendor will install two (2) 8 ft cross arms and 15 KV insulators on pole #1.

Vendor will install galvanized conduit on pole #1 to underground conduit.

Vendor will install deal end guy and anchor on pole #1 with yellow guy guard.

Vendor will install mid station pull box approximately half way from first pole to transformer pad.

Vendor shall utilize 2 Rob Roy 5" 90 degree sweeps.

Vendor will trench and backfill approximately 600 ft of five (5) inch schedule 40 electrical grade conduit.

Vendor will install a second 4" conduit in trench for future telecommunication upgrades for building with pull rope.

Vendor shall include underground metal locator tape in trench.

Vendor will install conduit and electrical power to garage from main building with NEMA 3R 200 amp fuse disconnect.

Vendor will complete within 120 days of receipt of Notice to Proceed.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kenneth E. Walters, III Project Manager

(Name, Title)

(Printed Name and Title)
246 Business Park Drive Fairmont WV 26554


(Address)
304-363-5752 / 304-363-8090

(Phone Number) / (Fax Number)
Kwalters@r-ecci.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Rogers Electrical Contracting Company Inc

(Company)
 MANAGER

(Authorized Signature) (Representative Name, Title)
MARK DALTON MANAGER

(Printed Name and Title of Authorized Representative)
3-20-2019

(Date)
304-363-5752 / 304-363-8090

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Rogers Electrical Contracting Company Inc.

Company


Authorized Signature

3-20-2019

Date

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Marion **, TO-WIT:**

I, Kenneth E. Walters III, after being first duly sworn, depose and state as follows:

1. I am an employee of Rogers Electrical Contracting Company Inc; and,
(Company Name)
2. I do hereby attest that Rogers Electrical Contracting Company Inc
(Company Name)

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

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

Printed Name: KENNETH E. WALTERS III

Signature: [Handwritten Signature]

Title: Project Manager

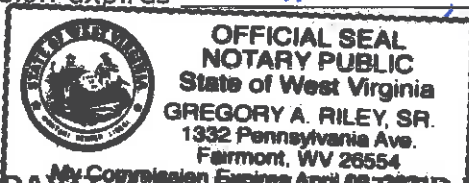
Company Name: Rogers Electrical Contracting Company Inc

Date: 3-20-2019

Taken, subscribed and sworn to before me this 20th day of MARCH, 2019.

By Commission expires April 05, 2021

(Seal)



[Handwritten Signature]
(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

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Rogers Electrical Contracting Company Inc

Authorized Signature: *[Signature]* Date: 3/20/19

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 21st day of March, 2019.

My Commission expires 10/29/2023, 20 .



NOTARY PUBLIC *[Signature]*

Agency _____
REQ.P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rogers Electrical Contracting Company Inc.
of 246 Business Park Drive Fairmont WV 26554, as Principal, and Travelers Casualty and Surety Company
of America of 6 Cadillac Dr Suite 200 Brentwood TN 37027, a corporation organized and existing under the laws of the State of CT
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of Five per cent of bid (\$ 5% of bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Exterior Electrical Infrastructure Upgrade Requisition

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 Oblgee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 3-13-2019 day of March, 2019

Principal Seal

Rogers Electrical Contracting Company Inc.

(Name of Principal)

By Kevin W. Ray
(Must be President, Vice President, or
Duly Authorized Agent)

President

(Title)

Travelers Casualty and Surety Company
of America

Surety Seal

(Name of Surety)

A W Pignatelli III
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **A. Warren Phillips, III, of Nashville, Tennessee** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
 City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3 day of Feb - 19



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

**West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Rogers Electrical Contracting Company Inc

Name of Contracting Business Entity: _____ **Address:** 246 Business Park Drive
Fairmont WV 26554

Name of Authorized Agent: MARK DALTON **Address:** _____

Contract Number: CRFQ-0306-GEO1900000001 **Contract Description:** Exterior Electrical Infrastructure Upgrade

Governmental agency awarding contract: WV Geological and Economic Survey

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

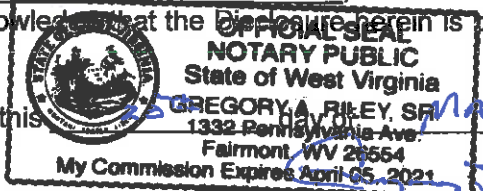
Signature:  Date Signed: 3/20/19


Notary Verification

State of WEST VIRGINIA, County of MARION:

I, GREGORY A. RILEY SR., the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20 day of MARCH, 2019.




Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Rogers Electrical Contracting Company Inc

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
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Attach additional pages if necessary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: [REDACTED]

Classification:

ELECTRICAL

ROGERS ELECTRICAL CONTRACTING COMPA
DBA ROGERS ELECTRICAL CONTRACTING COMPA
246 BUSINESS PARK DR
FAIRMONT, WV 26554

Date Issued

Expiration Date

| | |
|----------------|----------------|
| MARCH 17, 2013 | MARCH 17, 2020 |
|----------------|----------------|

Kenneth W. Rogers
Authorized Company Signature

Gene Chappell
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.