EXHIBIT A – PRICING PAGE Chief Logan Lodge WWTP Electric Service Line Emergency Purchase

Name of Vendor:	Stone Enterprises Inc
Address of Vendor:	P.O. Box 121 Sarah Ann, WV 25644
Phone Number of Vendor:	304-784-4480
WV Contractors License No.	WV-052549
We the undersioned begins	arranging of the cite and hains familian with the local conditions offered

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 vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Total Base Bid shall consist of the installation of approximately 700 lineal feet of 2" PVC Conduit glued and buried a minimum of 18" deep for its entire length with appropriate line markers. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 23,542.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Twenty-three thousand five hundred forty-two dollars and no cents.

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.

Steven M. Stone	
(Name, Title)	
Steven M. Stone, President: Stone Enterprises Inc	
(Printed Name and Title)	
P.O. Box 121, Sarah Ann, WV 25644	
(Address)	
304-784-4480	
(Phone Number) / (Fax Number)	
smattstone@frontier.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

Stone Enterprises Inc	
(Company)	See and the second seco
(Authorized Signature) (Representative Name, Title)	
Steven M Stone, President	
(Printed Name and Title of Authorized Representative)	
February 6, 2018	
(Date)	
304-784-4480	
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 rece	ived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represer discussion held between Vendor's represent	pt of addenda may be cause for rejection of this bid station made or assumed to be made during any ora actives and any state personnel is not binding. Only d to the specifications by an official addendum is
Stone Enterprises Inc	
Af m Hon	
Authorized Signature	
February 6, 2018 Date	
NOTE: This addendum acknowledgement sh	rould be submitted with the hid to expedite

document processing.

WV-96 Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any
 other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any
 other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>FEES OR COSTS</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

VENDOD

ACCEPTED BY:

STATE OF WEST VIDGINIA

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: Stone Enterprises Inc
Signed:	Signed: 16 M Hon
Title:	Title: President
Date:	Date: February 6, 2018

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 OTHER 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.

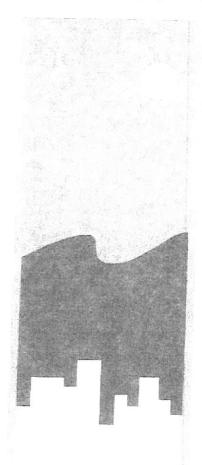
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership 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 exceed 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.

Purchasing Affidavit (Revised 07/07/2017)

Official Seal
Notary Public. State Of West Virginia
Joni L Neely
Pipestem Resort State Park
PO Box 150
Pipestem WV 25979
My commission expires June 20, 2023

WITNESS THE FOLLOWING SIGNATURE:



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV052549

Classification:

ELECTRICAL

STONE ENTERPRISES INC DBA STONE ELECTRICAL CONTRACTING PO BOX 121 SARAH ANN, WV 25644

Date Issued

Expiration Date

JANUARY 17, 2018

JANUARY 17, 2019

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

CONTRACTOR LICENSING

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

M231025REWV0714 STEVEN M. STONE PO BOX 121

SARAH ANN, WV 25644-0121

ELECTRICIAN LICENSE

CLASS: MASTER

RESTRICTIONS: See back

ISSUED: 7/17/2017 EXP DATE 6/30/2018



WV Code §29-3B

- Carry license at all times
 No more than 3 apprentices per journeyman or master
- Apprentice must be supervised
- Non-transferrable

WVSFMO

Fold Here

CHARLESTON, WV 25301 1207 QUARRIER STREET

*Please notify change of address immediately

FAX: (304) 558-2537 PHONE: (304) 558-2191



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PR	ODUC	ER				CONT/ NAME	Deanna	Watkins				
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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PRODUCER					CONTACT Melissa Birchfield PHONE 3046648589 PHONE 3046648589 FAX (A/C, No): 3046648580					
K. 1982 -	Justin Brown				(A/C, No.	molicos hi		@statefarm.com		
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Stone Enterprises Inc dba Stone Electrical Contracting P.O. Box 121

Sarah Ann, WV 25644 304-784-4480 smattstone@frontier.com

February 6, 2018

Angela Negley
West Virginia Division of Natural Resources
Attention: Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

Re:

Chief Logan Lodge State Park

Waste Water Treatment Pant Electric Line

Emergency Purchase

Enclosed please find our bid to complete the project outlined above. Specifically, you will find the following documents:

Exhibit A: Pricing Page
Executed Terms and Conditions
Acknowledgement of Addendum 1
Executed WV-96
Executed Purchasing Affidavit
WV Contractor's License
WV Master Electrician License
Certificate of general Liability Insurance
Certificate of Automobile Insurance
Certificate of Worker's Compensation Insurance

Should you have inquiry or require additional information, please do not hesitate to contact me by telephone or email.

Respectfully submitted,

Steven M. Stone

President

enclosures