

MAXWELL#1
API #47-017-00400

Bid Schedule

Company Name R. L. Wharton Enterprises, LTD
Address: 261 Shiloh Lane
Buckhannon, WV 26201\
WV Contractor WV052554

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item no:	Qty.	Description	Unit	Unit	Amount
				Price	
1	160	RIG AND THREE (3) MAN CREW	HR	250	40,000
2a	60	TANDEM TRUCK W/WINCH	HR	85	5,100
2b	50	FLATBED W/WINCH (SINGLE AXLE)	HR	75	3,750
2c	100	TRACTOR AND TRAILER W/WINCH	HR	90	9,000
2d	60	TRACTOR AND TRAILER W/O WINCH	HR	60	3,600
2e	60	OIL FIELD EQUIPPED VACUUM WATER TRUCK	HR	100	6,000
2f	95	PICKUP	HR	75	7,125
3	50	MEDIUM DOZER: CAT d6c EQUIVALENT OR LARGER	HR	90	4,500
4	50	EXCAVATOR (sk1601c) OR EQUIVALENT	HR	95	4,750
5a	12	POWER TONGS 4 1/2" OR SMALLER	DAY	300	3,600
5b	3	POWER TONGS OVER 4 1/2" UP TO 8 5/8"	DAY	300	900
6a	3	PIPE CUT PER CUT 4 1/2" - 8 5/8"	EA	1,200	3,600
6b	3	PIPE CUT PER CUT 2 3/8" - 3 1/2"	EA	2,200	6,600
7	1	DOWN HOLE CAMERA	EA	2,000	2,000
8a	20	24" CONDUCTOR CASING	Ft	21	420
8b	40	5.50" PIPE USED CASING	Ft	6	240
9	2000	1 1/2" TUBING RENTAL	Ft	0.20	400
10	15	TRASH PUMP	DAY	100	1,500
11	4	OFFICE TRAILER	WEEK	150	600
12	1	WATER TANK	EA	200	200
13	70	DISPOSAL OF GEL	BBL	35	2,450
14	70	DISPOSAL OF SALT WATER	BBL	4	280
SUBTOTAL					106,615

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item no:	Qty.	Description	Unit	Unit Price	Amount
15	50	AQUA GEL	EA	30	1,500
16	400	CEMENT	EA	25	10,000
17	250	GRAVEL (LIME STONE)	TON	30	7,500
18	1	STEEL MUD PIT	EA	300	300
19	1	PIT LINER	EA	300	300
20	40	LIME (PELLETIZED)	EA	6	240
21	10	FERTILIZER	EA	20	200
22	100	SEED	LB	2	200
23	50	MULCH (HAY)	EA	5	250
24	100	BRUSH/ROUSTABOUT CREW	HR	140	14,000
25	160	ADDITIONAL LABOR	HR	60	9,600
26	300	SILT FENCE PER FOOT	Ft	0.50	150
27	1	MONUMENT	EA	200	200
	4	PORTABLE TOILET	WEEK	200	800
29	30	WELDER/CUTTING TORCH	HR	60	1,800
30	1	BLOW OUT PREVENTER	EA	300	300
31a	5	ABSORBENT BOOMS (10 FOOT)	EA	70	350
31b	5	ABSORBENTPADS (2' X 2')	EA	70	350
31c	5	PEAT SORB (50# BAGS)	EA	60	300
32	16	SUPERVISOR	DAY	400	6,400
33	1	JUNK BASKET	EA	300	300
34	1	SAND PUMP (4" - 8")	EA	100	100
35	1	CHERRY PICKER (4" TO 8")	EA	100	100
36	1	THREE PRONG GRAB (4" - 8")	EA	25	25
37	1	TUBING SPEAR (1" - 3 1/2")	EA	50	50
38	1	CASING SPEAR	EA	850	850
39	1	OVERSHOT (1" - 3 1/2")	EA	750	750
40	1	OVERSHOT (4" - 8 5/8")	EA	3,000	3,000
SUBTOTAL PG2					59,915

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item no:	Qty.	Description	Unit	Unit	Amount
				Price	
41	1	CENTER SPEAR (2" - 6")	EA	700	700
42	2	IMPRESSION BLOCK	EA	25	50
43	1	MAGNET (3" - 7")	EA	2,000	2,000
44	1	MULCHER	DAY	200	200
			SUBTOTAL		2,950
			SUBTOTAL PAGE 1		106,615
			SUBTOTAL PAGE 2		59,915
			TOTAL BID		169,480

AUTHORIZED SIGNATURE:

 President

DATE:

2-19-2016

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: R. L. Wharton Enterprises LTD
Contractor's License No. WV 052594

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

CERTIFICATION AND SIGNATURE PAGE

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.

R.L. Wharton Enterprises, LTD
(Company)

 Lisa A. Wharton, President
(Authorized Signature) (Representative Name, Title)

304-472-2060 / 304-472-2660 / 2-19-2016
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CBEQ DEP 1606000033

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 type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input 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.

R. L. Wharton Enterprises LTD
Company

A. A. [Signature] President
Authorized Signature

2-19-2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ DEP1600000033

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish mandatory pre-bid sign-in sheet.
2. To modify the bid opening date to February 24, 2016 at 1:30 PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, R L Wharton Enterprises, LTD
of 261 Shiloh Lane, Buckhannon, WV 26201, as Principal, and Travelers Casualty & Surety Company of
America of One Tower Square, Hartford CT 06183, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% (\$ 169,480) 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
Well Plugging Project 162224 - Maxwell #1

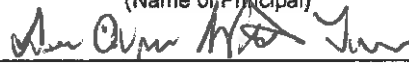
NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.


The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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 5th day of February, 2016.

Principal Seal

R L Wharton Enterprises, LTD
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
Lisa Ann Wharton-Turner, Vice President
(Title)

Surety Seal

Travelers Casualty & Surety Company of America
(Name of Surety)

Deanna D Armentrout -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.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226664

Certificate No. 005492545

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cindee J. Campbell, Deanna Armentrout, James W. Wallace, and Deborah K. Keene

of the City of Elkins, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 16th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of February, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

STATE OF WEST VIRGINIA,

COUNTY OF Upshur, TO-WIT:

I, Lisa A. Wharton, after being first duly sworn, depose and state as follows:

1. I am an employee of R. L. Wharton Enterprises LTD; and,
(Company Name)
2. I do hereby attest that R. L. Wharton Enterprises LTD
(Company Name)

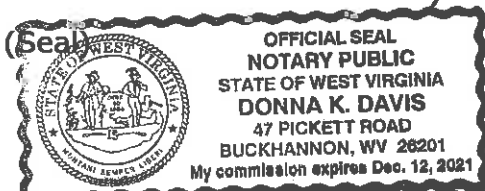
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By:
 Title: President
 Company Name: R. L. Wharton Enterprises LTD
 Date: 2-22-2016

Taken, subscribed and sworn to before me this 22 day of February, 2016.

By Commission expires 12/12/2021



(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.

RFQ No. CRFO DEP

1600000033

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: B. L. Wharton Enterprises LTD

Authorized Signature: [Signature] Resident Date: 2-22-2016

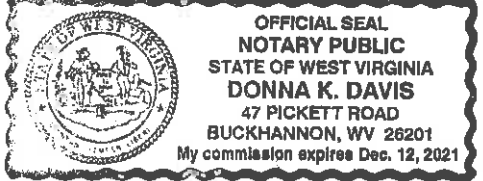
State of West Virginia

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 22 day of February, 2016

My Commission expires Dec. 12, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)