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. White Enterprises LTD Contractor's License No. WV 053554

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.
- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

- 4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 ct. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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. White Exterprises LTO
(Company)
(LG. With List A. Whiten, President
(Authorized Signature) (Representative Name, Title)
304-472-2060/304-472-3660 3-9-2015
(Phone Number) (Fax Number) (Date)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV052554

Classification:

SPECIALTY

R L WHARTON ENTERPRISES LTD DBA R L WHARTON ENTERPRISES LTD 261 SHILOH LANE BUCKHANNON, WV 26201

Date Issued

Expiration Date

AUGUST 01, 2014

AUGUST 01, 2015

Authorized Company Signature

Chair, 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 bein performed. This license number must appear in all advertisements, on all bid submissions and on all fully execute and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of We Virginia Code, Chapter 21, Article 11.





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

STATE OF WEST VIRGINIA,				
COUNTY OF DOST TO-WIT:				
I, Li 54 A. Whichen, after being first duly sworn, depose and state as follows:				
1. I am an employee of R. L. White Enter 1345 LTV and, (Company Name)				
2. I do hereby attest that h. h. Whaten 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: A. C. Miles				
Title: President				
Company Name: R-L-Whaten Enterprises LT-C				
Date: Mrch 9, 2015				
Taken, subscribed and sworn to before me this _Q+n day of _March, _2015				
By Commission expires February 21, 2016				
(Seal) SHIP OF WEST VIRGINIA NOTARY PUBLIC ANGELA H. SURFACE SI DISEPH'S HOSPITAL 1 AMALIA DRIVE BUCKHANNON, WV 26201 My Commission Expires February 21, 2016 (Notary Pathlic)				
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY				
BID SHALL RESULT IN DISQUAL IFICATION OF THE BID				

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Steele Run # 6 &7 API # 47-085-80625 and 47-085-80626

Bid Schedule

Company Name R. L. Wharton Enterprises, LTD

Address

261 Shiloh Lane

Buckhannon, WV 26201

Contractor's License #WV052554

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

Item no:	Qty.	Description	Unit	Unit Price	Amount
1.	300	Rig and 3 man crew	HR	250	75,000
2.a.	110	Tandem truck w/winch		85	9,350
2.b.	75	Flatbed w/winch (single axle)	HR	75	5,625
2.c.	. 150	Tractor and trailer w/winch	HR	90	13,500
2.d.	90	Tractor and trailer (without winch)	HR	60	5,400
2.e.	150	Oil field equipped vacuum water truck	HR	100	15,000
2.f.	150	Pickup	HR	55	8,250
3.	150	Medium dozer: cat d6c equivalent or larger:	HR	90	13,500
4.	150	Excavator (skl601c) or equivalent	HR	95	14,250
5	280	Power swivel 25 ton or equivalent	HR	30	8,400
6.	280	Mud pump 4 x 6 or equivalent	HR	35	9,800
7.a.	24	Power tongs 4 1/2" or smaller:	HR	20	480
7.b.	48	Power tongs over 4 1/2" up to 8 5/8":	HR	1	48
8.a.	2	Pipe cut per cut 4 1/2- 8 5/8	EA	1,200	2,400
8.b.	2	Pipe cut per cut 2 3/8-3 1/2	EA	1.00	2
9.	2	Down hole camera	EA	2,000	4,000
10.a.	20	24" conductor casing	EA	20	400
10.b.	20	6 inch pipe used casing	EA	20	400
11.	2000	1 1/2" tubing rental	FT	0.20	400
12.	40	Trash pump	HR	10	400
13.	8	Office trailer/doghouse	WK	275	2,200
14.	2	100barrel water tank	EA	200	400
				SUBTOTAL	188,805

Item no:	Qty.	Description	Unit	Unit Pric	Amount
15.		Oiltank disposal EA 1.0		1.00	1
16.	200	Disposal of gel	BBL	35	7,000
17.	140	Disposal of salt water	BBL	3.50	490
18.	100	Disposal of drill cuttings	TON	75	7,500
19.	80	Aqua gel	EA	30	2,400
20.	425	Cement	EA	25	10,625
21.	500	Gravel	TON	30	15,000
22.	40	12 inch culverts	FT	6.50	260
23.	2	Steel mud pit	EA	300	600
24.	2	Pit liner	EA	300	600
25.	300	Lime	EA	6.00	1,800
26.	30	Fertilizer	EA	20.00	600
27.	200	Seed	LB	2.00	400
28.	150	Mulch (Hay)	EA	5.00	750
29.	200	Brush / roustabout crew	HR	140	28,000
30.	320	Additional labor	HR	60	19,200
31;	200	Silt fence	FT	.50	100
32.	2	Monument	EA	200	400
33.	10	Portable toilet	WK	1.00	10
34.	2000	Drillpipe	FT	.35	700
35.	6	Drill collars	EA	700	4,200
36.	6	Tooth drill bit	EA	500	3,000
37.	60	Welder / cutting torch	HR	60	360
38.	2	Rotating head	EA	500	1,000
39.	2	Blow out preventer	EA	150	300
40.a.	10	Absorbent booms	EA	60	600
40.b.	10	Absorbent pads	EA	60	600
40.c.	10	Peat sorb	EA	50	500
41.	32	Supervisor	DAY	600	19,200.
42.	16	Subs and connections	EA	375	6,000
43.	2	Various mills	EA	4375	8,750
44.	2	Junkbasket	EA	1.00	2
45.	2	Sand pump (4" -8 ")	EA	100	200
46.	2	Cherry picker (4"-8")	EA	100	200
47.	2	Three prong grab (4" - 8")	EA	25	50
48.	2	Tubing spear (1"-3 W')	EA	30	60
			SU	BTOTAL	141,458

Item no:	Qty.	Description	Unit	Unit Price	Amount
49.	2	Casing spear (4" - 8 5/8")	EA	30	60
50.	2	Overshot (1"-3 W')	EA	250	500
51.	2	Overshot (4" -8 5/8")	EA	300	600
52.	2	Center spear (2" -6")	EA	50	100
53.	2	Impression block	EA	25	50
54.	2	Magnet (3" – 7'')	EA	2,000	4,000
55	2	Mulcher	DAY	200	400
			S	UBTOTAL	5,710
			Subt	otal Page 1	188,805
			Subt	otal Page 2	141,458
			TO	TAL BID	\$335,973

Bidders Authorized Signature: A. Whaton

Date: MARCH 9, 3015

	Agency WV DEP		Agency_WV DEP	
				REQ.P.O#
		BID BON	ID	
I	KNOW ALL MEN BY THE	SE PRESENTS, That we, the under	signed. R. L. Wharton Er	nterprises LTC
	of Buckhannon	, West Virginia	 -	Travelers Casualty & Surety Company
America	of Hartford	Camanatiana	eration organized and existin	g under the laws of the State of
Connect	icut with its principal	office in the City of Hartford		eld and firmly bound unto the State
of West V	/irginia, as Obligee, in the	penal sum of 5%	of (\$ 335,973) for the payment of which,
well and t	ruly to be made, we jointl	y and severally bind ourselves, our he	eirs, administrators, executor	rs, successors and assigns.
_	.			
	the Condition of the abo	we obligation is such that whereas	the Principal has submitted	to the Purchasing Section of the
Departme	nt of Administration a cer	tain bid or proposal, attached hereto	and made a part hereof, to e	enter into a contract in writing for
Steele K	un #6 and Steele Run #	7 - Plugging of Oil and Natural Ga	s Wells	
				
N	IOW THEREFORE.			
	IOW MILITER ORL,			
•	a) If said bid shall be			
	o) If said bid shall i	be accepted and the Principal shall	enter into a contract in ac	cordance with the bid or proposal
attached r	icicio suo sugli lumisti a	ny otner nongs and ingurance require	of hy the hid or arangeral, an	# = h = 11
full force a	and effect. It is expressly	ptance of said bid, then this obligation understood and agreed that the liab) shall be null and void, othe	rwise this obligation shall remain in
event, exc	eed the penal amount of	this obligation as herein stated.	and of the bullety for any ar	nd all daims nereunder shall, in no
		-		
ŢŢ	he Surety, for the value n	eceived, hereby stipulates and agree	s that the obligations of said	Surety and its bond shall be in no
way unban	red or affected by any ex se of any such extension.	CENSION Of the time within which the	Obligee may accept such	bid, and said Surety does hereby
warve noud	as or any such extension.			•
w	ITNESS, the following sig	natures and seals of Principal and S	unaty executed and socied	hu e dans a ser a se
Surety, or b	ov Principal individually if	Principal Is an individual, this 11th	dev of March	
raioty, or t	of i interpartitudeny ii	Finicipal is an individual, this TIM	oay or <u>iviation</u>	, 20 <u>15</u> .
Orinainal Ca	nal .			
Principal Se	BB!		R. L. Wharton Ent	
				Name of Pancipal)
			By Un Un	11/100
			(Must be Pr	esident, Vice President, or
				Authorized Agent)
			Lisa Ann Wharton	-Turner, Vice President
				(Title)
urotu Cc-!			T1 C- 1:	85 . 6 . 6
Surety Seal			Travelers Casualty	& Surety Company of America

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.

(Name of Surety)

Attorney-in-Fact Deanna D Annentrout



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. 005492522

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 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	Alichama and Impedition in 200 pp
each in their separate capacity if more than one is named above other writings obligatory in the nature thereof on behalf of the contracts and executing or guaranteeing bonds and undertaking	e, to sign, execute, seal e Companies in their b	and acknowledge any and all bonds, usiness of guaranteeing the fidelity of	of persons, guaranteeing the performance of
IN WITNESS WHEREOF, the Companies have caused this is day of	nstrument to be signed	and their corporate seals to be hereto	affixed, this 16th
Farmington Casualty Con Fidelity and Guaranty Ins Fidelity and Guaranty Ins St. Paul Fire and Marine St. Paul Guardian Insuran	surance Company surance Underwriters, Insurance Company	Travelers Casualt Inc. Travelers Casualt	Insurance Company y and Surety Company y and Surety Company of America elity and Guaranty Company
1977) (1977) (1951)	SE AL	SEAL CONN.	TO THE STATE OF TH
State of Connecticut City of Hartford ss.		By: Robert L. R	Laney, Senior Vice President
On this the 16th day of May be the Senior Vice President of Farmington Casualty Company, Fire and Marine Insurance Company, St. Paul Guardian Insuran Casualty and Surety Company of America, and United States F instrument for the purposes therein contained by signing on behavior	Fidelity and Guaranty I ace Company, St. Paul M Fidelity and Guaranty C	nsurance Company, Fidelity and Gua Mercury Insurance Company, Travele Company, and that he, as such, being	ers Casualty and Surety Company, Travelers authorized so to do, executed the foregoing

58440-8-12 Printed in U.S.A.

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

My Commission expires the 30th day of June, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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



















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.

RFQ No	
--------	--

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 § 23-20-2, fallure 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 awearing (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: R L - White Entry 5 5, LTO

Authorized Signature: Date: Mich 9, 3615

State of West Vication A

County of 95hor to-wit:

Taken, subscribed, and sworn to before me this 9 day of March 20 15

My Commission expires February 21, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Purchasing Affidavit (Revised 07/01/2012)

OFFicial SEAL
SAME OF WEST VIRGINIA
NOTARY PUBLIC
ANGELA H. SURFACE
ST. JOSEPH'S HOSPITAL
1 AMALIA DRIVE
BUCKHANNON, WV 26201
My Commission Expires February 21, 2016