



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 32 - Reclamation

Proc Folder: 180116

Doc Description: Addendum 01 City of Wheeling Landfill Interim Improvements

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2016-03-24 | 2016-04-12 13:30:00 | CRFQ 0313 DEP1600000045 | 2 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

JAMES WHITE CONSTRUCTION
4156 FREEDOM WAY
WEIRTON WV 26062-5296
 304-748-8181

04/12/16 09:35:35
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Michael Fin*

FEIN # 55-0346067

DATE 4/8/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 01

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

1. To publish answers to vendor submitted questions.
 2. To publish the mandatory pre-bid sign-in sheet.
 3. To modify the bid opening date to April 12, 2016 at 1:30 PM, EST.
- No other changes.

CRFQ
 THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT FOR THE CITY OF WHEELING LANDFILL INTERIM IMPROVEMENTS RECLAMATION PROJECT LOCATED IN OHIO COUNTY NEAR CITY OF WHEELING, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------|------------|------------|---------------|------------------------------|
| 1 | Upgrade existing gravel roads | 2000.00000 | LF | <i>\$1300</i> | <i>\$26,000⁰⁰</i> |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Upgrade existing gravel roads to ground-water monitoring wells, consisting of an even mixture of No. 57 and 1 1/2" crusher run limestone or durable sandstone measuring not less than 10' wide by 4" deep. (No rounded stone)

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|---------------------------|----------------------------|
| 2 | Open culvert both above and below the culvert | 2.00000 | EA | <i>\$800⁰⁰</i> | <i>\$1600⁰⁰</i> |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Open culvert both above and below the culvert

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|-------------------|-----------------------|
| 3 | Clean and re-establish surface water diversion ditch. | 500.00000 | LF | \$7 ⁰⁰ | \$3,500 ⁰⁰ |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Clean and re-establish surface water diversion ditch.
(Approx. 3 feet wide by 2 feet deep)

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|----------------------|----------------------|
| 4 | Remove all washed debris and place back in fill. | 1.00000 | EA | \$6500 ⁰⁰ | \$6500 ⁰⁰ |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Remove all washed debris and place back in fill.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|-----------------------|-----------------------|
| 5 | Cover exposed waste with 12 inches of soil | 1.00000 | ACRE | \$9,700 ⁰⁰ | \$9,700 ⁰⁰ |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Cover exposed waste with 12 inches of soil

| INVOICE TO | SHIP TO |
|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|-----------|------------|--------------------------|------------------------------|
| 6 | Install lined water trough | 500.00000 | LF | <i>\$56⁰⁰</i> | <i>\$28,000⁰⁰</i> |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Install lined water trough from upper culvert to lower surface water diversion ditch

| INVOICE TO | SHIP TO |
|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------------------------|---------|------------|----------------------------|------------------------------|
| 7 | Seed and mulch all disturbed areas | 3.00000 | ACRE | <i>\$4970⁰⁰</i> | <i>\$14,910⁰⁰</i> |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Seed and mulch all disturbed areas

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|---------|------------|-----------------------|----------------------|
| 8 | Mobilization/Demobilization | 1.00000 | LS | \$ 4740 ⁰⁰ | \$4740 ⁰⁰ |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70131703 | | | |

Extended Description :

Mobilization/Demobilization
(50% each, total not greater than 5% of contract price.)

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--|------------|
| 1 | Mandatory Pre Bid Meeting at 11:00 AM, EST | 2016-03-02 |
| 2 | Tech Questions Deadline at 5:00 PM, EST | 2016-03-11 |

| | | | |
|----------------------|--------------------------------|---|------------------------------|
| DEP1600000045 | Document Phase Final | Document Description Addendum 01 City of Wheeling L andfill Interim Improvements | Page 6 of 6 |
|----------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID SHEET

City of Wheeling Landfill Interim Closure

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|--|------------------------------------|------------------------------|
| 1 | 2000 LF | Upgrade existing gravel roads to ground-water monitoring wells consisting of an even mixture of No. 57 and 1 ½" crusher run limestone or durable sandstone measuring not less than 10 feet wide by 4 inches deep. (No rounded stone) | <u>\$130⁰⁰</u> LF | <u>\$26,000⁰⁰</u> |
| 2 | 2 EA | Open culvert both above and below the culvert. | <u>\$800⁰⁰</u> Each | <u>\$1,600⁰⁰</u> |
| 3 | 500 LF | Clean and re-establish surface water diversion ditch, (approx. 3 feet wide by 2 feet deep) | <u>\$7⁰⁰</u> LF | <u>\$3,500⁰⁰</u> |
| 4 | 1 EA | Remove all washed debris and place back in fill. | <u>\$6550⁰⁰</u> Each | <u>\$6550⁰⁰</u> |
| 5 | 1 AC | Cover exposed waste with 12 inches of soil. | <u>\$9700⁰⁰</u> Acre | <u>\$9700⁰⁰</u> |

| | | | | |
|-------------------------------------|--------|--|-------------------------------------|-------------------------------|
| 6 | 500 LF | Install lined water trough from upper culvert to lower surface water diversion ditch. | \$ <u>56⁰⁰</u> LF | \$ <u>28,000⁰⁰</u> |
| 7 | 3 AC | Seed and mulch all disturbed areas. | \$ <u>4970⁰⁰</u> Acre | \$ <u>14,910⁰⁰</u> |
| 8 | 1 LS | Mobilization / De-mobilization (50% each, total not greater than 5% contract price) | \$ <u>4740⁰⁰</u> LS | \$ <u>4740⁰⁰</u> |
| TOTAL \$ <u>95,000⁰⁰</u> | | | | |

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

Signature: Michael Gianni Date: 4/8/12
MICHAEL GIANNI, PRESIDENT

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.

THE JAMES WHITE CONSTRUCTION CO.

(Company)



MICHAEL GIANNI, PRESIDENT

(Authorized Signature) (Representative Name, Title)

304-748-8181 304-748-8183 4/8/16

(Phone Number) (Fax Number) (Date)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, The James White Construction Company
of Weirton, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblgee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Wheeling Landfill Interim Improvements

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 12th day of April, 2016

Principal Seal

The James White Construction Company
(Name of Principal)
By: Michael Gianni
(Must be President, Vice President, or
Duly Authorized Agent)
MICHAEL GIANNI, PRESIDENT
(Title)

Surety Seal



Ohio Farmers Insurance Company
(Name of Surety)
By: Nicholas A. Sparachane
Nicholas A. Sparachane 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.

General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Nicholas A. Sparachane of Wheeling and State of WV their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond
Principal: The James White Construction Company
Obligee: State of West Virginia

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 1st day of April, A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 1st day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 12th day of April, A.D., 2016.


By: Frank Carrino, Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP1600000045

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.

THE JAMES WHITE CONSTRUCTION CO.
Company


MICHAEL GIANNI Authorized Signature
PRESIDENT

4/8/16
Date

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



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

STATE OF WEST VIRGINIA,
COUNTY OF Brooke, TO-WIT:

I, Donald Gianni, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of The James White Construction Company; and,
(Company Name)
2. I do hereby attest that The James White Construction Company
(Company Name)

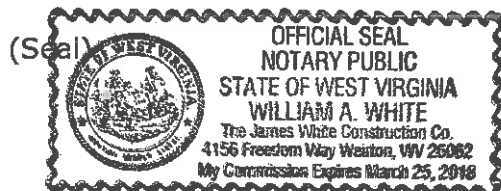
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

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

By: *Donald Gianni, Jr.*
 Title: Corporate Secretary
 Company Name: The James White Construction Company
 Date: 4/8/16

Taken, subscribed and sworn to before me this 8th day of APRIL, 2016.

By Commission expires 3-25-18



William A. White
(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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000492

Classification:

GENERAL ENGINEERING
SPECIALTY
ASPHALT
EXCAVATION

THE JAMES WHITE CONSTRUCTION COMPAN
DBA THE JAMES WHITE CONSTRUCTION COMPAN
4156 FREEDOM WAY
WEIRTON, WV 26062-5210


Date Issued

AUGUST 06, 2015

Expiration Date

AUGUST 06, 2016


Authorized Company Signature *President*


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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

STATE OF WEST VIRGINIA
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: The James White Construction Company

Authorized Signature: *Michael Gianni* Date: 4/8/16
MICHAEL GIANNI, PRESIDENT

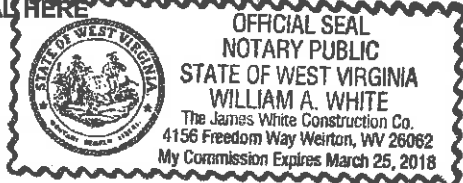
State of WV

County of Brooke, to-wit:

Taken, subscribed, and sworn to before me this 8th day of APRIL, 2016.

My Commission expires 3-25-18, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

William A. White