



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 DEP13702

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 CHUCK BOWMAN  
 304-558-2157

\*510160447 304-765-5317  
 BREAK AWAY INC  
 1075 OLD TURNPIKE ROAD  
 SUTTON WV 26601

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/20/2006				

BID OPENING DATE: 09/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 629,575.00
RECLAMATION: RESTORATION OF LAND  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS AS FOLLOWS:  SPECIAL RECLAMATION/BOND FORFEITURE PROJECT  THE PURPOSE OF THE CONTRACT IS TO PERFORM WATER RECLAMATION ON THE MINING OPERATIONS OF B & S CONTRACTING AND GAULEY COAL SALES NOW UNDER REVOKED REVOKED PERMIT NUMBER(S) 0-3086-87 AND 0-43-84.  THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.  A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 08/22/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.  THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR SUMMERSVILLE, WV, NICHOLAS COUNTY AND CONSISTS OF APPROXIMATALLY 11.0 ACRES.  PROJECT CONTACT PERSON:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sonya Vincent</i>	TELEPHONE 304-765-5317	DATE 9/14/06
TITLE President	FEIN 13-4279911	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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				DAVID L. MARTIN, PE DEPT. OF ENVIRONMENTAL PROTECTION/DLR/SPECIAL REC. 116 INDUSTRIAL DRIVE OAK HILL, WV 25901 (304) 465-1911		
<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN</p>						
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				HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.		
				REV. 10/01/01		
				EXHIBIT 5		
				NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED		

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<p>WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p>						

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<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 3/91</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF</p>						

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>CIRCUMSTANCES.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96            EXHIBIT 10            ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

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				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NOS.:		
				NO. 1 .....		
				NO. 2 .....		
				NO. 3 .....		
				NO. 4 .....		
				NO. 5 .....		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.		
				<i>Sonya Vincent</i> .....	SIGNATURE	
				<i>Breakaway, Inc.</i> .....	COMPANY	
				<i>9/14/06</i> .....	DATE	
				REV. 11/96		
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV		

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				25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: ..... <i>Breakaway, Inc.</i> .....		
				CONTRACTORS LICENSE NO.: ..... <i>WV 037089</i> .....		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.		
				ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.		
				FOR AGENCY USE ONLY: 9202 92 PAGES UNDER SEPARATE COVER A SIGNED BID MUST BE SUBMITTED TO:		

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				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: CB-23  REQ. NO.: DEP13702 BID OPENING DATE: 08/17/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <div style="text-align: center; border-top: 1px dashed black; padding-top: 5px;"> <b>304-765-5389</b> </div>						
***** THIS IS THE END OF RFQ DEP13702 *****						<b>\$629,575.00</b>

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CB-23	011	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of B & S Contracting, Inc., Permit O-3086-87, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 9.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
7. Construct a twenty (20) foot by thirty (30) foot by two (2) foot deep Collection Drain to collect the AMD seepage on the face of the refuse area. The rock shall be six (6) inch by nine (9) inch in gradation and will be covered with non-woven filter cloth. A twelve (12) inch HDPE DR11 pipe will convey the seepage from the collection drain directly into the manhole. This pipe will be directly connected to the manhole with hydraulic grout. NOTE: The Collection Drain shall be constructed in such a configuration to drain directly into the twelve (12) inch HDPE DR 11 pipe. (See Attached Details and Specs)
8. Install a prefabricated five (5) foot deep by five (5) foot diameter concrete manhole with a twenty-four (24) inch diameter cast iron lid. (See Attached Details and Specifications)
9. Install two (2) HDPE DR 11 two (2) inch diameter Drive Lines approximately 1765 linear feet from the Manhole to the Aqua-Fix unit. The Intake Ends of the Drive Lines will be plumbed into the Manhole six (6) inches below the elevation of the invert of the Collection Drain and sealed with hydraulic grout to assure no leakage. NOTE: The intake ends of the two (2) two (2) inch lines shall have rust resistant screens. Both two (2) inch HDPE pipe lines shall extend up through the Aqua-Fix Concrete Foundation/Floor and each shall be equipped with two (2) inch schedule 40 plastic shut off valves. NOTE: One (1) two (2) inch line will be used to drive the Aqua-Fix machine and the other pipe shall end with two (2) inch pipe threads to be used as connection for a two (2) inch "fire hose" flush line and to drive the Aqua Fix Machine. Approximately ten (10) feet below the Manhole two (2) stainless steel knife valves in a single valve box will be installed on the Drive Lines. (See Details and Specifications)
10. Approximately fifteen (15) linear feet of twelve (12) inch diameter HDPE DR 11 Discharge Line shall be installed to carry excess water from the Manhole to V-Ditch 1. The Discharge Line shall be plumbed into the Manhole at the elevation of the invert of the Collection Drain. Note: The cost of constructing the two (2) Drive Lines, Manhole, two (2) Stainless Steel Knife Valves, Discharge Line and Valve Box shall be incidental to the cost of the Water Intake Lines To Drive Unit.
11. Construct approximately 620 linear feet of V-Ditch 1. Immediately below V-Ditch 1, 620 linear feet of Cutoff Trench shall be constructed to cut off any seepage from bypassing V-Ditch 1. The cost of the Cutoff Trench shall be incidental to the cost of constructing V-Ditch 1. (See Attached Details and Specifications)

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12. Construct approximately 110 linear feet of V-Ditch 2. (See Attached Details and Specifications)
13. Construct approximately 850 linear feet of Open Limestone Channel 1. After construction of Open Limestone Channel 1 it shall be walked in with a dozer to create a smooth surface. Open Limestone Channel 1 shall be free draining with an even flow across the width and length of the channel. (See Attached Details and Specifications)
14. Remove culverts by completely excavating the culverts, backfill and compacted area with best clay type material on site.
15. Construct a Check Dam to divert normal water flow from Open Limestone Channel 1 into Open Limestone Channel 2. (See Attached Details and Specifications)
16. Construct approximately 60 linear feet of Open Limestone Channel 2 to carry water diverted by the Check Dam through the Aqua-Fix and discharge into Open Limestone Channel 3. (See Attached Details and Specifications)
17. Construct a water treatment facility. This shall consist of an "Aqua-Fix" system Model MSS-SM-OA-40 equipped with a 250:1 gear box. This will include the construction and installation of the concrete foundation, water intake lines, aqua fix dosing unit, forty (40) ton silo, steel enclosure, and a crane for lifting the unit and silo. (See Attached Details and Specifications) Note: The construction of all water treatment facilities must be tested and found to be completely functional. The WVDEP representative must be present during the testing procedures for acceptance and payment of these items. The items of this requirement include Aqua-Fix Water Treatment System, water treatment ponds, Sludge Cells A and B, HDPE pipe lines, ditches and channels. They are to hold, treat, and discharge water as designed. The ponds are to be constructed and lined with one (1) foot of the best clay type soil material on site. The HDPE pipelines are to hold pressure without leaking and the valves are to shut off without leaking.
18. **Note:** The Hydraulic Grout used on this project shall be Rutland Water Stopper Hydraulic and Anchoring Cement (or equivalent). The specifications are as follows: Product is a dry cement mix which sets in three (3) to five (5) minutes after mixing with water. Base: proprietary cement mixture. Color: Gray. Set time (77°F): Approximately five (5) minutes. Ultimate compressive strength: (6,200 psi).
19. **Note:** All stainless steel knife valves must be enclosed in a "valve box" of the round plastic meter box type covered with and insulation pad and metal cover. All stainless steel knife valves and connecting bolts shall be "316 Grade" stainless steel.
20. **Note:** All HDPE pipe on this project shall be fused on site and joints shall not leak. All water and sludge lines shall have a minimum of two (2) foot of soil cover to protect from damage by equipment and prevent freezing.
21. **Note 1:** All Black and potentially toxic material shall be covered with a minimum of one (1) foot of soil material.  
**Note 2:** Concrete foundations and Black Coal Waste material may be encountered during the excavation of the Sludge Cells, Rip-Rap Ditches and Ponds. Any Concrete foundations needing to be removed shall be broken up into four (4) foot sections and buried on site.
22. **Note:** Soil Borrow material can be obtained from the permitted areas as outlined on the Plan View Maps or off the permit by obtaining approval from the landowner and WVDEP agent on site.
23. Install approximately 500 linear feet of haybale dike to control siltation of the natural drainways during construction. (See Attached Details and Specifications)

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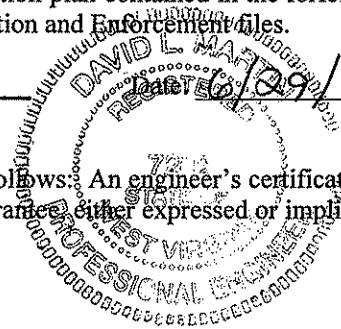
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- 24. Up to a total of 500 tons of three (3) inch crusher run limestone shall be installed on Access Road 3 as directed by the WVDEP agent on site. (See Attached Details and Specifications)
- 25. Regrade and Revegetate approximately six (6) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, P.E.                      09/29/06  
Registered Professional Engineer WV No. 7202



<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

BREAKAWAY, INC.  
 1075 Old Turnpike Road  
 Sutton, WV 26601  
 Voice/Fax: 304-765-5317  
 STATE OF WEST VIRGINIA

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>B &amp; S Contracting, Inc.</u></b>				
<b>PERMIT NUMBER(S): <u>O-3086-87</u></b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>100.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>100.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>100.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>100.00</u>
5.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>100.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>3,000.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,800.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,550.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,400.00</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>100.00</u>
8.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>CONSTRUCT CHECK DAM</u>	LUMP SUM	\$ <u>100.00</u>
9.0	500 LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>2.00</u> PER LF	\$ <u>1,000.00</u>
10.0	LUMP SUM	<u>CONSTRUCT COLLECTION DRAIN</u>	LUMP SUM	\$ <u>50,000.00</u>
11.0	LUMP SUM	<u>REMOVE CULVERTS</u>	LUMP SUM	\$ <u>100.00</u>
12.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>100.00</u>
13.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	

BREAKAWAY, INC.  
 1075 Old Turnpike Road  
 Sutton, WV 26601  
 Voice/Fax: 304-765-5317

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	500 TON	<u>THREE (3) INCH CRUSHER RUN LIMESTONE</u>	\$ 15.00 PER TON	\$ 7,500.00
15.0		<u>OPEN LIMESTONE CHANNELS</u>		
15.1	LUMP SUM	<u>V-DITCH ONE (1)</u>	LUMP SUM	\$ 40,000.00
15.2	LUMP SUM	<u>V-DITCH TWO (2)</u>	LUMP SUM	\$ 3,000.00
15.3	LUMP SUM	<u>OPEN LIMESTONE CHANNEL ONE (1)</u>	LUMP SUM	\$ 25,000.00
15.4	LUMP SUM	<u>OPEN LIMESTONE CHANNEL TWO (2)</u>	LUMP SUM	\$ 100.00
16.0		<u>AQUA FIX WATER TREATMENT FACILITY</u>		
16.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ 100,000.00
16.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ 40,000.00
16.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ 100.00
16.4	LUMP SUM	<u>DOZING UNIT AND SILO</u>	LUMP SUM	\$ 100.00
16.5	LUMP SUM	<u>WATER INTAKE LINES TO DRIVE UNIT</u>	LUMP SUM	\$ 20,000.00
<b>TOTAL FOR PERMIT <u>O-3086-87</u></b>				<b>\$ 297,450.00</b>

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### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Gauley Coal Sales, Permit O-43-84, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

26. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 19.0. If fuel and lubricants are to be stored on site, bid item # 18.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
27. Storm water management in the form as described in bid item # 25.0 shall be installed.
28. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
29. Construction stakeout as necessary to carry out work. (Bid Item # 23.0 )
30. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
31. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
32. Remove culvert(s) by completely excavating the culverts and compacting area with best clay type material on site.
33. Install a 75-foot by 75-foot truck turn around area near the Aqua-Fix unit. The truck turn around shall be three (3) inch crusher run Limestone six (6) inches deep. The three (3) inch crusher run limestone gradation is to be an even blend of all particle sizes. The subgrade base and the three (3) inch crusher run stone are to be compacted to 95 percent standard proctor with a smooth drum vibratory roller. The road stabilization fabric is to be of the woven type. (See Attached Details and Specifications)
34. Construct approximately 1400 linear feet of Open Limestone Channel 3 from the Check Dam to the Concrete Weir. After construction of Open Limestone Channel 3 it shall be walked in with a dozer to create a smooth surface. Open Limestone Channel 3 shall be free draining with an even flow across the width and length of the channel. Provide three (3) Drive-Thru-Crossings through Open Limestone Channel Three (3) to be "field" located to provide the landowner access to his property. Location must be approved by the landowner and WVDEP Agent on site. The drive-thru crossing shall maintain the design flow depth and shall have the sides laid back five (5) horizontal to one (1) vertical. (See Attached Details and Specifications)
35. Construct approximately 220 linear feet of V-Ditch Three (3). (See attached Details and Specifications)
36. Construct a Concrete Weir. The Concrete Weir will be used to divert water to Pond 1 or Pond 2. (See Attached Details and Specifications)
37. Construct approximately 20 linear feet of Pond 1 Entrance Channel. (See Attached Details and Specifications)
38. Construct Pond 1 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 1 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 1. (See Attached Details and Specifications)



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39. Construct approximately 95 linear feet of Pond 2 Entrance Channel. (See Attached Details and Specifications)
40. Construct Pond 2 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 2 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 2. (See Attached Details and Specifications)
41. Construct approximately 48 linear feet of Pond 1 Spillway. (See Attached Details and Specifications)
42. Construct approximately 48 linear feet of Pond 2 Spillway. (See Attached Details and Specifications)
43. Construct Pond 3 and install 2 floating baffle curtains spaced evenly along the length of the Pond. Pond 3 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 3. (See Attached Details and Specifications)
44. Construct Pond 4 and install 2 baffle curtains spaced evenly along the length of the Pond. Pond 4 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to the cost of constructing Pond 4. (See Attached Details and Specifications)
45. Construct approximately 100 linear feet of Pond 3 Spillway. The Pond 3 Spillway will carry water from Pond 3 to Pond 4 Spillway. (See Attached Details and Specifications)
46. Construct approximately 68 linear feet of Pond 4 Spillway. (See Attached Details and Specifications)
47. Construct Access Road Number Four (4) from Access Road Number Three (3) Crossing Open Limestone Channel Three (3) and Pond Two (2) entrance channel with Drive-Thru-Crossing and extending between Pond Numbers One (1) and Three (3) and Pond Numbers Two (2) and Four (4) to the edge of Pond Three (3) spillway. Access Road Number Four (4) shall provide access to Pond Numbers One, (1), Two (2), Three (3), and Four (4) for cleaning with a trailer mounted six (6) inch pump. The drive-thru crossing shall maintain the design flow depth and shall have the sides laid back five (5) horizontal to one (1) vertical.
48. Construct Pond 5. Pond 5 shall hold water and not leak. (See Attached Details and Specifications)
49. Construct approximately 150 linear feet of Pond 5 Spillway. (See Attached Details and Specifications)
50. Install approximately eight (8) linear feet of six (6) inch diameter HDPE DR 11 pipe into the Pond five (5) spillway. The pipe shall be installed into the Pond 5 Spillway by grouting it into the surface and creating a depression to direct average flows into the pipe. The pipe will be used for measuring water flow and water sampling.
51. Construct Sludge Cells A and B. The Two (2) Sludge Cells shall be 50 foot by 75 foot with a 5 foot water depth and 2 foot of freeboard. The Sludge Cells shall hold water when the Stainless Steel Knife Valves are close and drain as designed when the Stainless Steel Knife Valves are opened. Note: Prior to acceptance of the Sludge Cells, each cell must be filled completely with water to show that the Sludge Cell will hold and drain water as designed.
52. Construct approximately thirty (30) linear feet of Sludge Cell B Splash Pad. (See Attached Details and Specifications)
53. Construct approximately forty-five (45) linear feet of Sludge Cell B Spillway. (See Attached Details and Specifications)
54. Install approximately 120 linear feet of twelve (12) inch diameter HDPE DR 11 Over Flow Discharge Line from Sludge Cell A to V-Ditch 3. Note: The cost of the Over Flow Discharge Line shall be incidental to the cost of constructing Sludge Cell A. (See Attached Details and Specifications)

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55. Install the Sludge Cell Underdrain Lines collection system consisting of a one (1) foot thick layer of Ohio River Valley sand over a two (2) foot thick layer of number four (4) clean sandstone with three (3) six (6) inch HDPE DR 11 perforated underdrain lines wrapped in filter fabric in each of the two Sludge Cells. The three (3) six (6) inch HDPE DR 11 perforated underdrain lines will then be fused to a non-perforated six (6) inch HDPE DR 11 line that will run from the Sludge Cells to Open Limestone Channel 3. Between the Sludge Cells and Open limestone Channel 3, six (6) inch stainless steel knife valves in valves boxes shall be installed on each of the two (2) lines to facilitate filling and draining of Sludge Cells A and B. Note: The cost of installing the Sludge Cell Underdrain Lines, two (2) six (6) Stainless Steel Knife Valves, and two (2) Valve Boxes shall be incidental to the cost of constructing Sludge Cell A.
56. Install the six (6) inch diameter HDPE DR 11 Sludge Pump Line 1 from the dike near Pond 1 to the Sludge Cell B Splash Pad and install the six (6) inch diameter HDPE DR 11 Sludge Pump Line 2 from the dike near Pond 3 to the Sludge Cell B Splash Pad. Both ends of each sludge line shall have flanged ends and covers. The flange covers are to be made of HDPE material with stainless steel flange back-up rings and bolts. A "red rubber full face style" gasket will be installed at the flanged ends and caps. Note: The cost of installing Sludge Pump Line 1 and Sludge Pump Line 2 shall be incidental to the cost of constructing Sludge Cell B. (See Attached Details and Specifications)
57. Construct approximately 600 linear feet of Access Road 1 from county route 41/3 to the bridge. (See Attached Details and Specifications)
58. Up to a total of 500 tons of three (3) inch crusher run limestone shall be installed on Access Road 2 as directed by the WVDEP agent on site. (See Attached Details and Specifications)
59. Note: All stainless steel knife valves must be enclosed in a "valve box" of the round plastic meter box type covered with and insulation pad and metal cover. All stainless steel knife valves and connecting bolts shall be "316 Grade" stainless steel.
60. NOTE: All Floating Baffle Curtains used on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barriers Type 1. DOT with twenty-two (22) ounce vinyl-polyester fabric or equivalent. The vinyl-polyester fabric shall be green or blue in color. (See Attached Details and Specifications)
61. Note: All HDPE pipe on this project shall be fused on site and joints shall not leak. All water and sludge lines shall have a minimum of two (2) foot of soil cover to protect from damage by equipment and prevent freezing.
62. Note: All Black and potentially toxic material shall be covered with a minimum of one (1) foot of soil material.
63. Note: Soil Borrow material can be obtained from the permitted areas as outlined on the Plan View Maps or off the permit based on prior approval from the landowner and WVDEP agent on site.
64. Note: Concrete foundations and Black Coal Waste material may be encountered during the excavation of the Sludge Cells, Rip-Rap Ditches and Ponds. Any Concrete foundations needing to be removed shall be broken up into four (4) foot sections and buried on site. Any Black Coal Waste material encountered shall be covered with a minimum of one (1) foot of soil material.
65. Install approximately 500 linear feet of haybale dike to control siltation of the natural drainways during construction. (See Attached Details and Specifications)

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66. Regrade and Revegetate approximately five (5) acres of disturbance.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

*David L. Martin, Sr., P.E.*  
 Registered Professional Engineer WV No. 7202  
 Date: 10/29/06

<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

BREAKAWAY, INC.  
 1075 Old Turnpike Road  
 Sutton, WV 26601

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STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Gauley Coal Sales</u></b>				
<b>PERMIT NUMBER(S): <u>O-43-84</u></b>				
17.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>100.00</u>
18.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (S.C.A.)(\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>100.00</u>
19.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>100.00</u>
20.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>100.00</u>
21.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>100.00</u>
22.0		<u>REVEGETATION</u>		
22.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>2,500.00</u>
22.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,500.00</u>
22.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,125.00</u>
22.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,000.00</u>
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>100.00</u>
24.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
24.1	LUMP SUM	<u>POND ONE (1)</u>	LUMP SUM	\$ <u>12,500.00</u>
24.2	LUMP SUM	<u>POND TWO (2)</u>	LUMP SUM	\$ <u>12,500.00</u>
24.3	LUMP SUM	<u>POND THREE (3)</u>	LUMP SUM	\$ <u>25,000.00</u>
24.4	LUMP SUM	<u>POND FOUR (4)</u>	LUMP SUM	\$ <u>25,000.00</u>
24.5	LUMP SUM	<u>POND FIVE (5)</u>	LUMP SUM	\$ <u>100,000.00</u>
24.6	LUMP SUM	<u>SLUDGE DRYING CELL "A"</u>	LUMP SUM	\$ <u>10,000.00</u>

BREAKAWAY, INC.  
 1075 Old Turnpike Road  
 Sutton, WV 26001  
 Voice/Fax: 304-765-5317

BUYER	PAGE	REQ. OR PO NO.
CB-23	021	DEP13702
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.7	LUMP SUM	<u>SLUDGE DRYING CELL "B"</u>	LUMP SUM	\$10,000.00
25.0	500 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ 2.00 PER LF	\$ 1,000.00
26.0	LUMP SUM	<u>CULVERT REMOVAL</u>	LUMP SUM	\$ 100.00
27.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 100.00
28.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ —
29.0	LUMP SUM	<u>CONSTRUCT CONCRETE WEIR</u>	LUMP SUM	\$ 5,000.00
30.0	500 TON	<u>THREE (3) INCH CRUSHER RUN LIMESTONE</u>	\$ 15.00 PER TON	\$ 7,500.00
31.0		<u>CONSTRUCTED ACCESS ROADS</u>		
31.1	LUMP SUM	<u>ACCESS ROAD ONE (1)</u>	LUMP SUM	\$ 3,000.00
31.2	LUMP SUM	<u>ACCESS ROAD FOUR (4)</u>	LUMP SUM	\$ 2,000.00
31.2	LUMP SUM	<u>TRUCK TURN AROUND</u>	LUMP SUM	\$ 500.00
32.0		<u>OPEN LIMESTONE CHANNEL</u>		
32.1	LUMP SUM	<u>V-DITCH THREE (3)</u>	LUMP SUM	\$ 4,000.00
32.2	LUMP SUM	<u>SLUDGE CELL "B" SPLASH PAD</u>	LUMP SUM	\$ 100.00
32.3	LUMP SUM	<u>SLUDGE CELL "B" SPILLWAY</u>	LUMP SUM	\$ 100.00
32.4	LUMP SUM	<u>OPEN LIMESTONE CHANNEL THREE (3)</u>	LUMP SUM	\$ 40,000.00
33.0		<u>GROUTED LIMESTONE RIP-RAP CHANNEL</u>		
33.1	LUMP SUM	<u>POND ONE (1) ENTRANCE CHANNEL</u>	LUMP SUM	\$ 1,000.00
33.2	LUMP SUM	<u>POND TWO (2) ENTRANCE CHANNEL</u>	LUMP SUM	\$ 3,000.00
33.3	LUMP SUM	<u>POND ONE (1) SPILLWAY</u>	LUMP SUM	\$ 2,000.00

BREAKAWAY, INC.  
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 Sutton, WV 26601  
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 REV. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
33.4	LUMP SUM	<u>POND TWO (2) SPILLWAY</u>	LUMP SUM	\$ <u>2,000.00</u>
33.5	LUMP SUM	<u>POND THREE (3) SPILLWAY</u>	LUMP SUM	\$ <u>4,000.00</u>
33.6	LUMP SUM	<u>POND FOUR (4) SPILLWAY</u>	LUMP SUM	\$ <u>3,000.00</u>
33.7	LUMP SUM	<u>POND FIVE (5) SPILLWAY</u>	LUMP SUM	\$ <u>50,000.00</u>
TOTAL FOR PERMIT <u>O-43-84</u>				\$ <u>332,125.00</u>
TOTAL FOR PERMIT: <u>O-3086-87</u>				\$ <u>297,450.00</u>
TOTAL FOR PERMIT: <u>O-43-84</u>				\$ <u>332,125.00</u>
GRAND TOTAL FOR ALL PERMITS				\$ <u>629,575.00</u>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.  
of 1075 Old Turnpike Road, Sutton, WV 26601, as Principal, and Ohio Farmers Insurance  
Company of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount (\$id ) 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  
The Mining Operation of B&S Contracting and Gauley Coal Sales  
Nicholas County

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
14th day of September, 2006.

Principal Corporate Seal

Breakaway, Inc.  
(Name of Principal)  
By Tony Vincent  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
Pamela V. Lanham  
Attorney-in-Fact  
Pamela V. Lanham

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
a power of attorney must be attached, and a West Virginia agent must sign or countersign.

General  
Counsel  
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 its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

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 canceling 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 **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **19th** day of **JUNE** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **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 Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of 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 Boards 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 seals of said Companies at Westfield Center, Ohio, this **14th** day of **September** A.D., **2006**.

  
**Frank A. Carrino, Secretary**



**A F F I D A V I T****104****West Virginia Code §5A-3-10a states:**

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Breakaway, Inc.

Authorized Signature: Jonny Vincent Date: 9/14/06