



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

DEP13739

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN
304-558-2157

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

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/08/2006 | | | | |

BID OPENING DATE:

07/12/2006

BID OPENING TIME

01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | \$169,730.00 |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES | | | | | | |
| THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONSTRUCTION CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 2 ACRE ABANDONED MINE PROJECT KNOWN AS THE "MCCONNELL PORTALS & DRAINAGE" PROJECT. THE SITE IS LOCATED IN PHILIPPI, WV (BARBOUR CO.). | | | | | | |
| A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 6/22/06 @ 10:30 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. | | | | | | |
| (1) NOTICE TO PROCEED: | | | | | | |
| THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE. | | | | | | |
| (2) GUARANTEE AND MAINTENANCE: | | | | | | |
| (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMAN- | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Sonya Vincent</i> | TELEPHONE 304-765-5317 | DATE 7/12/06 |
| TITLE President | FEIN 13-4279911 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
 6. Payment may only be made after the delivery and acceptance of goods or services.
 7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
 14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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| <p>SHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE (1) YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK WHICH DEVELOP DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:</p> <p>(1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: | | | | | | |
| (A) OBTAINED ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. | | | | | | |
| (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. | | | | | | |
| (5) TECHNICAL SPECIFICATIONS: | | | | | | |
| ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "MCCONNELL PORTALS & DRAINAGE" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HEREIN BY REFERENCE, AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 7 DRAWINGS AS PREPARED IN-HOUSE BY DEP. | | | | | | |
| PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST. SE - BOX 20, CHARLESTON, WV 25304-2345 PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. | | | | | | |
| (6) PAYMENTS AND COMPLETION: | | | | | | |
| THE CONTRACTOR SHALL FURNISH TO DEP THE APPLICATIONS FOR PAYMENT IN SIX (6) COPIES. ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED IN THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS FOR PAYMENT. IT IS DEP'S INTENT THAT THE PAYMENT TO | | | | | | |

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| THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. | | | | | | |
| (7) APPLICATION FOR PARTIAL PAYMENT: | | | | | | |
| THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM. | | | | | | |
| NOTICE | | | | | | |
| AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: | | | | | | |
| 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: 23 | | | | | | |
| REQ. NO.: DEP13739 | | | | | | |
| BID OPENING DATE AND TIME | | | | | | |

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| EXHIBIT 5 | | | | | | |
| NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED 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. | | | | | | |
| 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. | | | | | | |
| WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. | | | | | | |
| 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. | | | | | | |
| WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. | | | | | | |
| ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: | | | | | | |
| (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF | | | | | | |

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| | 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. | | | | | |
| | () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. | | | | | |
| | (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 & 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. | | | | | |
| | () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. | | | | | |
| | REV. 3/91 | | | | | |
| | EXHIBIT 7 | | | | | |
| | DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS | | | | | |

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| <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 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> | | | | | | |

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| EXHIBIT 9 | | | | | | |
| NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA | | | | | | |
| THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: | | | | | | |
| (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. | | | | | | |
| (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM MUST BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. THIS REQUIREMENT SHALL APPLY TO ALL ADDENDA EXCEPT THOSE ISSUED UNDER EXTENUATING CIRCUMSTANCES. | | | | | | |
| (3) ALL ADDENDA MUST 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. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

DEP13739

PAGE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN
304-558-2157

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

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/08/2006 | | | | |

BID OPENING DATE:

07/12/2006

BID OPENING TIME

01:30PM

| LINE | QUANTITY | UOP | CAT. NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| REV. 3/88 | | | | | | |
| EXHIBIT 10 | | | | | | |
| ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED | | | | | | |
| ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY | | | | | | |
| 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. | | | | | | |
|SIGNATURE | | | | | | |
|COMPANY | | | | | | |
|DATE | | | | | | |
| REV. 3/88 | | | | | | |
| ***** | | | | | | |
| EXHIBIT 12 | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/08/2006 | | | | |

BID OPENING DATE:

07/12/2006

BID OPENING TIME

01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 12/31/06) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THE AVS FORM & PRINTOUT FROM THE AVS OFFICE MUST ACCOMPANY YOUR BID. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB#1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR AVS.OSMRE.GOV ***** 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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 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: Breakaway, Inc. CONTRACTORS LICENSE NO.: WV 037089 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--------------|---------------|----------|--------|---------------|
| 06/08/2006 | | | | |

BID OPENING DATE:

07/12/2006

BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 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. | | | | | | |
| BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. | | | | | | |
| REV. 9/98 | | | | | | |
| AGENCY USE ONLY: 13217 / 9172 / 2003-027*05301 | | | | | | |
| CONTACT & PHONE #: ALLEN WOOD, 304-465-1911 OR GO TO WWW.WVDEP.ORG, ABANDONED MINE LANDS, PROJECTS OUT TO BID TO REVIEW PROJECTS. | | | | | | |
| DIRECTIONS: FROM RT. 250 SOUTH IN PHILIPPI, TURN LEFT AT KENTUCKY FRIED CHICKEN ONTO KEYES AVENUE. GO ONE BLOCK TO DOGWOOD STREET AND TURN RIGHT ONTO DOGWOOD STREET AND GO TO THE LAST HOUSE ON THE LEFT. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

McCONNELL PORTALS & DRAINAGE PROJECT

Requisition # DEP 13739

Contractor's Bid Sheet

Company Name: Breakaway, Inc.

012

Address: 1075 Old Turnpike Road
Sutton, WV 26601

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--------------|----------|---|------------|-----------------------|
| 1.0 | Lump Sum | Mobilization and Demobilization (Limited to 10% of Total Bid) | LS | \$ 15,000.00 |
| 2.0 | Lump Sum | Construction Layout Stakes (Limited to 5% of Total Bid) | LS | \$ 8,000.00 |
| 3.0 | Lump Sum | Quality Control (Limited to 3% of Total Bid) | LS | \$ 5,000.00 |
| 4.1 | Lump Sum | Site Preparation (Limited to 10% of Total Bid) | LS | \$ 15,000.00 |
| 4.2 | 40 TN | Crusher Run Aggregate (Drive Rehabilitation) | 25.00 | \$ 1,000.00 |
| 4.3 | 90 TN | No. 57 Aggregate (Parking Lot Rehabilitation) | 30.00 | \$ 2,700.00 |
| 5.0 | 1,635 LF | Sediment Control | 3.00 | \$ 4,905.00 |
| 6.0 | 2.0 AC | Revegetation | 3,000.00 | \$ 6,000.00 |
| 7.1 | 590 LF | 4' Grouted Riprap Channel (Channels A and B) | 40.00 | \$ 23,600.00 |
| 7.2 | 220 LF | 18" HDPE Culvert | 70.00 | \$ 15,400.00 |
| 7.3 | 1 EA | Type "G" Inlet | 5,000.00 | \$ 5,000.00 |
| 7.4 | 1 EA | Type A Manhole | 5,000.00 | \$ 5,000.00 |
| 8.1 | Lump Sum | Unclassified Excavation (Limited to 5% of Total Bid) | LS | \$ 8,000.00 |
| 9.1 | 3 EA | Wet/Modified Mine Seal | 12,500.00 | \$ 37,500.00 |
| 9.2 | 30 BG | Soda Ash Briquettes | 20.00 | \$ 600.00 |
| 9.3 | 170 LF | Mine Seal Conveyance Pipe | 20.00 | \$ 3,400.00 |
| 11.1 | 165 LF | 3' x 3' Underdrain | 15.00 | \$ 2,475.00 |
| 11.2 | 15 LF | Underdrain Conveyance Pipe | 10.00 | \$ 150.00 |
| 12.1 | 1 EA | Concrete Wingwall No. 1 (18" Pipe) | 5,000.00 | \$ 5,000.00 |
| 12.2 | 40 CY | Concrete (3,000 psi) | 150.00 | \$ 6,000.00 |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| TOTAL | | | | \$ 169,730.00- |

OMB #1029-0119
Expiration Date: 12/31/06

AML CONTRACTOR INFORMATION FORM

You must complete this form to obtain an AVS data evaluation to determine your eligibility as an AML contractor and/or sub-contractor. This is a requirement under 30 CFR 874.16.

Part A: General Information

Contractor Name: Breakaway, Inc. Tax Payer ID No.: 13-4279911
Address: 1075 Old Turnpike Road
City: Sutton State: WV Zip Code: 26601 Phone: 765-5317
Fax No.: 304-765-5317 E-mail address: breakaway-inc@verizon.net

Part B: Legal Structure

(☒) Corporation () Sole Proprietorship () Partnership () LLC
() Other (please specify) _____

Part C: Certifying and updating information in the AVS. Select only one of the following options and sign below.

I, Tonya Vincent, have the express authority to certify that:

☒ Information on the **attached** AVS printout is accurate, complete, and up-to-date.
(NOTE: If you select this option, an AVS printout must accompany this form. Sign below and do not complete Part D.)

_____ Part of the information on the **attached** AVS printout is missing or incorrect and AVS needs to be updated as indicated in Part D. Sign below and complete Part D.

_____ Our company currently has no information listed in the AVS. This information must be provided as indicated in Part D. Sign below and complete Part D.

| | | |
|----------------|----------------------|------------------|
| <u>7/12/06</u> | <u>Tonya Vincent</u> | <u>President</u> |
| Date | Signature | Title |

Important!

In order to certify to existing information in Part C, you must obtain a copy of the relevant information from AVS. You may contact the AVS Office at 800-643-9748 or request a copy via e-mail from www.avs.osmre.gov on the Internet.

Entity OFT

Applicant Violator System

22-Jul-2005 13:51:18

Entity ID / Name : 155055 (BREAKAWAY INC)
Related ID / Name :

Locked :

Records retrieved : 7

| Rel Ent | Name | Desc | Begin date | End date | Source | Hold |
|---------|------------------|------|------------|------------|----------|------|
| 155056 | VINCENT, TONYA | SH | 05/10/2004 | | avsky036 | |
| 155056 | VINCENT, TONYA | PRS | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | SH | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | VP | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | SEC | 02/08/2005 | | avsky019 | |
| 155058 | VINCENT, DEREK | TRS | 02/08/2005 | | avsky019 | |
| 155058 | VINCENT, DEREK | SEC | 05/10/2004 | 02/08/2005 | avsky019 | |
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ADD(F5) LOCK/UNLOCK(F7) REPORTS(F11)

SEARCH(F2) PRV_SCR(F3) QUIT(F4) ENTITY(F6) CHOICES(F10)

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 P O Box 5001, Westfield Center, OH, 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 of Amount Bid (\$5% of Amount Bid) 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
DEP13739 - McConnell Portals and Drainage, Barbour County, WV

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
12th day of July, 2006.

Principal Corporate Seal

Breakaway, Inc.
(Name of Principal)
By Douglas P. Taylor
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
D.P. Taylor
Attorney-in-Fact
Douglas P. Taylor

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
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 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

Richard L. Kinnaird, Jr.

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

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 12th day of July A.D., 2006.



Frank A. Carrino
Frank A. Carrino, Secretary

A F F I D A V I T

017

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 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: Louisa VincentDate: 7/13/06