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

Request for

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REGNUMBERS DEP14350 PAGE \mathbf{T}'

FREIGHT TERMS

ADDRESSICORRESPONDENCE (CVANCENHONCES) CHUCK BOWMAN 04-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

FOB.

CHARLESTON, WV

25304

304-926-0499

BRECKENRIDGE CORPORATION PO BOX 247 BUCKHANNON, WV 26201

TERMS OF SALE

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05/29/2008 01:30PM OPENING TIME 07/17/2008 BID OPENING DATE: AMOUNT ITEM NUMBER UNIT PRICE UOP QUANTITY LINE 968-96 0001 $r_{
m B}$ WATER TREATMENT PLANT UPGRADE AMHERSTDALE THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ts soliciting bids from qualified contractors for a CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE CONSTRUCTION OF A 150 ACRE ABANDONED WINE PROJECT KNOWN AS THE AMHERSTDALE WATER TREATMENT PLANT UPGRADE. THE SITE IS LOCATED IN AMHERSTDALE, (LOGAN COUNTY). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON FAILURE TO ATTEND THE PREBID φ6/17/08 @ 1φ:00 ÅM. CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND OR DURING INCLEMENT WEATHER. DIRECTIONS TO PREBID: FROM MAN, GO EAST ON RT. 16 APPROXIMATELY 12 MILES TO LORADO. PROJECT IS LOCATED AT THE INTERSECTION OF COUNTY ROUTE 16 AND 16/80. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R 601 57TH ST., SE, CHARLE\$TON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$25.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 304-472-3350 ADDRESS CHANGES TO BE NOTED ABOVE 55-0493696 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 \$125.00 registration fee.
- 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 may be deemed null and vold, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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.

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. BID SUBMISSION: All quotations must be delivered by the bidder to the office 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.

SIGNED BID TO:

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



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Request for

DEP14350

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waddressicorrespondencemovarmentionica CHUCK BOWMAN 804-558-2157

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

Breckenridge Corporation P. O. BOX 247 BUCKHAMNON, WV 26201

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DATE:PRINTED TERMS OF SALE

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

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DATE PRINTED TERMS OF SALE 05/29/2008 OPENING TIME 01:30PM /17/2008 BID OPENING DATE: AMOUNT QUANTITY ITEM NUMBER UNITPRICE LINE EFFECT. (1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN \$65 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A CONFERENCE IS REQUIRED, THE NOTICE TO PRE-CONSTRUCTION THE SPECIFIC DATE ESTABLISHED IN THE PROCEED SHALL BE 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 QUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPOW ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE NEITHER THE FINAL ACCEPTANCE NOR THE OF THE WORK. FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. DURING THE ONE-YEAR GUARANTEE PERIOD, THE (B) 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 THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE (C) CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. GUARANTEES CONCERNING REVEGETATION MAY BE (D) SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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FOB FREIGHT TERMS TERMS OF SALE SHIP VIA DATE PRINTED 05/29/2008 01:30PM OPENING TIME 07/17/2008 BID OPENING DATE: AMOUNT UNITPRICE ITEM NUMBER QUANTITY IIOP LINE THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. 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 DETERMENED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM. 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 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 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 IN THIS CONTRACT "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, ROADS OR HEGHWAYS, 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 VIRGINIA FOR WHICH BIDS WERE STATE OF WEST SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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CHUCK BOWMAN 04-558-2157

Breckenridge Corporation P. O. BOX 247 BUCKHANNON, WV 26201

TERMS OF SALE

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

SOLICITED ON OR AFTER JUNE 6, 2001. B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRIDED, PORGED, CAST, FARRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, BLECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. C. "UNITED STATES MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA 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 EXCED ONE TENTH OF ONE PERCENT (1.%) OF THE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREAFER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIEN 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.	05/29/2008	07/17/2008		PENING TIME 01	:30PM
SOLICITED ON OR AFTER JUNE 6, 2001. 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 HEARTH, BASIC OXYGEM, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. C. "UNITED STATES' MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA 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 PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIEN QUANTITY OR CTHERWISE ARE NOT RESONABLY 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. SEEREMES EXPRES EXPERTED STEEL MADDRESS CHANGES TO BE NOTED ABOVE	[0.000.000.000.000.000.000.000.000.000.				
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 HEARTH, BASIC DXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. C. "UNITED STATES' MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA 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 (\$2,500.0), 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 SUFFICIEN 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. SECRETURE FEED	LINE QUAN	ATTIA GOP NO	HEMINUMBER	UNITARE	AWOON
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 HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS. C. "UNITED STATES' MEANS THE UNITED STATES OF AMBRICA AND INCLUDES ALL TERRITORY, CONTINENTA 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 EXCED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WINCHEVER 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 SUFFICIEN 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 FURSUANT TO W. VA. CODE SECTION 53-56. SERRIVERS SOMEWARD TO BE NOTED ABOVE		solicited on or	AFTER JUNE 6,	:001.	
AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA 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 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 SUFFICIEN 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. SEERVERSE SIDE FORTERMS AND CONDITIONS PATE SEERVERSE SIDE FORTERMS AND CONDITIONS SEERVERSE SIDE FORTERMS AND CONDITIONS PATE ADDRESS CHANGES TO BE NOTED ABOVE	В.	SHAPED, DRAWN, FABRICATED OR PROCESSED BY A SUCH OPERATION HEARTH, BASIC	EXTRUDED, FORGET THERWISE SIMILAR COMBINATION OF T S, FROM STEEL MAI DXYGEN, ELECTRIC	O, CAST, RLY PROCESSED, OR TWO OR MORE OF DE BY THE OPEN FURNACE,	
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DATE PRINTED

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

TERMS OF SALE

Request for Quotation

SSSSSERIENUNSERSSSSSSS DEP14350

9

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN 04-558-2157

SHIP VIA

DEPARTMENT OF OFFICE OF AML&R CHARLESTON, WV 25304

ENVIRONMENTAL PROTECTION 601 57TH STREET SE 304-926-0499

FOB.

Breckenridge Corporation P. O. BOX 247 BUCKHANNON, WV 26201

TYPE NAME/ADDRESS HERE

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

Request for Quotation

DEP14350

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WWW.ADDRESSICORRESPONDENCE TO AVIJENTION OF A CHUCK BOWMAN 304-558-2157

Breckenridge Corporation
P. C. BOX 247 BUCKHANNON, WV 26201

TYPE NAME/ADDRESS HERE

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

- 100 00 00 00 00 00 00 00 00 00 00 00 00	RMS OF SALE SHIP VIA	FOR: FREIGHT TERMS
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EXHIBIT 9		
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AND A LIST (AND SPECIFIC LIST SHALL I PURCHASING I SEND A COPY	CHITECT/ENGINEER SHALL PREPART OF ALL PARTIES THAT HAVE PROCEATIONS FOR THE PROJECT. THE BEFORWARDED TO THE BUYER IN DIVISION. THE ARCHITECT/ENGING OF THE ADDENDUM TO THE STATE ONTRACT IS ISSUED.	CURED DRAWINGS E ADDENDUM AND THE STATE INEER SHALL ALS
INTERESTED DENING DATE	YER SHALL SEND THE ADDENDUM TO PARTIES AND, IF NECESSARY, EXEL ANY ADDENDUM SHOULD BE RESENT FOURTEEN (14) DAYS PRIOR TO E.	XTEND THE BID ECEIVED BY THE
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

DEP14350

PAGE

FREIGHT TERMS

CHUCK BOWMAN

8.04-558-2157

304-558-2157

ENVIRONMENTAL PROTECTION

S DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304 304-926-0499

Breckenridge Corporation P. O. SOX 247 BUCKHANNON, WV 26201

DATE PRINTED TERMS OF SALE SHIP VIA

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

Request for

DEP14350

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WADDRESS:CORRESS:ONDENGES:OVAINENTION:OF CHUCK BOWMAN 04-558-2157

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

304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

Breckenridge Corporation P. O. BOX 247 BUCKHANNON, WV 26201

TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE SHIP VIA FO8. FREIGHT TERMS 05/29/2008 07/17/2008 TIME 01:30 PM BID OPENING DATE: CAT. LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT BRECKENRIDGE CORPORATION . . . COMPANY August 21, 2008 DATE REV. 11/96 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 RFQ. NO.: DEP14350 BID OPENING DATE: D7/17/2008 BID OPENING TIME: 1:30 PM SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE FEIN TITLE



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TYPE NAME/ADDRESS HERE

Breckenridge Corporation

P. O. BOX 247

BUCKHANNON, WV 26201

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

Request for Quotation DEP14350

DEP14350 ...

13

ADDRESS CORRESPONDENCE TO A CENTION OF CHUCK BOWMAN \$04-558-2157

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

304-926-0499

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4.

AMHERSTDALE WATER TREATMENT PLANT UPGRADE Revised per Addendum No. 5 Requisition # DEP14350

Contractor's Bid Sheet

Company Name:	Breckenridge C	Corporation
Address:	PO Box 247	
	Buckhannon, WV	7 26201

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

NO. QUANTITY	ITEM	<u> </u>			
2.0 Lump Sum Videotaping of Project Area 1,000, SS 1,000, OQ	1	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2.0 Lump Sum Videotaping of Project Area 1,000, SS 1,000, OQ					
3.0 Lump Sum Erosion & Sediment Control 4,000, 000	1.0	Lump Sum	Mobilization/Demobilization	20,000.00LS	\$ 20,000.00
4.0 Lump Sum Con/Span Bridge System 20,000. **LS \$ 80,000. **DE	2.0	Lump Sum	Videotaping of Project Area	1,000.00LS	\$ 1,000. <u>°0</u>
15,000, 12, 18 15,000, 20	3.0	Lump Sum	Erosion & Sediment Control	4,000,00LS	\$ 4,000.00
Closing of Existing Water Well Closing of Existing Water Well Concrete	4.0	Lump Sum	Con/Span Bridge System	80,000.00LS	\$80,000,00
183 CY Flocculation Basin (Concrete) 1400,	5.0	Lump Sum	Demolition of Existing Structures	15,000,°°LS	\$ 15,000.00
R.0 Lump Sum Flocculation Basin Mixers w/VFD Controls R.5, coo.	6.0	Lump Sum	Closing of Existing Water Well	8,000.00 LS	\$ 8,000,00
9.0	7.0	183 CY		400,0CY	\$13,200. ⁶⁶
10.0 Lump Sum Miscellaneous Metals/Grating/Handrails/Valve Pedestals (D), \(\begin{align*} \text{10.0}^{\infty} \text{LS} \) Sedimentation Basin (Concrete) 400^{\infty} \text{CY} \) \$\sqrt{5.0}\$, \$\sqrt{400}\$, \$\frac{60}{60}\$ \$\frac{100}{60}\$ \$\frac{60}{100}\$ \$\frac{60}{100}\$ \$\frac{100}{100}\$ \$\frac{60}{100}\$ \$	8.0	Lump Sum	Flocculation Basin Mixers w/VFD Controls	85,000,00LS	\$85,000, =
11.0 376 CY Sedimentation Basin (Concrete) 400	9.0	4 EA		2,250. EA	\$ 9,000.00
12.0 2 EA Chain & Flight Collectors 70,000. EA \$140,000. ED	10.0	Lump Sum	Miscellaneous Metals/Grating/Handrails/Valve Pedestals	60,700.00 LS	\$ 60,700.
12.0 2 EA Chain & Flight Collectors 70,000. EA 170,000. EA 1	11.0	376 CY	Sedimentation Basin (Concrete)	400°CY	\$150,400.00
14.0 2 EA Tube Settlers 25,000,0 EA \$ 50,000 . 00	12.0	2 EA	Chain & Flight Collectors	70,000. EA	
14.0 2 EA Tube Settlers	13.0	Lump Sum	Scum Pipes and Associated Piping	16,000 ELS	\$ 16,000 , 9
16.0	14.0	2 EA		25,000.00EA	
17.0 Lump Sum Static In-line Mixer and Associated Piping 16.000.	15.0	Lump Sum	Pre-Treatment Applied Water Pumps, Valves, and Associated Piping		\$50,000,00
18.0 Lump Sum Site Piping 90,000.00 LS \$90,000.00 LS \$140,000.00 LS \$140,	16.0	4 EA	4" Plug Valves w/Pedestals, Handwheel Operators, and Associated Piping	2,000, "EA	\$ 8,000.00
19.0 Lump Sum Site Electrical 140,000.00 LS \$140,000.00	17.0	Lump Sum	Static In-line Mixer and Associated Piping	16,000.00 LS	\$ 16,000.00
19.0 Lump Sum Site Electrical 10,000. 20	18.0	Lump Sum	Site Piping	90,000.00 LS	\$\$90,000.00
21.0 Lump Sum Connection to Existing Sewer 1,000, co 1,000, co 22.0 Lump Sum 10" Tideflex Valve 1,200, oo 1,200, oo 1,500, co 22.0 Lump Sum Concrete Headwall 1,500, co 1,500, co 22.0 Lump Sum HLBC Street Repair 1,000, co 1,000, co 25.0 Lump Sum Site Restoration Stephens Stephen	19.0	Lump Sum	Site Electrical	140,000.00 LS	ηΨη (Ο, ΟΟΟ),
22.0 Lump Sum 10" Tideflex Valve 1,200,00 LS \$ 1,200 . 00	20.0	Lump Sum	Stream Bank Rip Rap	7,000.00 LS	\$ 7,000.00
23.0 Lump Sum Concrete Headwall 1,500.00 LS \$ 1,500.00	21.0	Lump Sum	Connection to Existing Sewer	1,000,00LS	\$\$,000.00
23.0 Lump Sum Concrete Headwall 1,500.00 LS \$ 1,500.00	22.0	Lump Sum	10" Tideflex Valve		\$ 1,200.00
24.0 Lump Sum HLBC Street Repair 1,000. ⁰⁰ LS \$ 1,000. 00 25.0 Lump Sum Site Restoration 5 に ちゅっぱい まっぱい まっぱい まっぱい まっぱい まっぱい まっぱい まっぱい ま	23.0				\$ 1,500,00
25.0 Lump Sum Site Restoration Sty. Booked \$ 544.800.0	24.0				\$ 1,000.00
	25.0			566,800,00	3 566,800.00
TOTAL One million Sive hundred only Forthorsed \$1,594,800.			TOTAL One million Sive hundred and y forthoused		

eight hundred dollars and zero cents

Agency REQ.P.	WV	Dept DEP14	of 350	Env	Prot
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BID BOND

KNOW ALL MEN BY THESE PRESENTS. That	we, the undersigned, Breckenridge Corporation	
of PO Box 247 Buckha	non WV 26201 as Principal, and Fidelity & Deposit Compar	nv of
	a corporation organized and existing under the laws of the State of	
Maryland with its principal office in the City of	Baltimore , as Surety, are held and firmly bound unto the State	
of West Virginia, as Obligee, in the penal sum of Five	Percent Bid (5 5%) for the payment of which,	
	rselves, our heirs, administrators, executors, successors and assigns.	
	it whereas the Principal has submitted to the Purchasing Section of the	
·	tached hereto and made a part hereof, to enter into a contract in writing for	
WV Dept of Environmental Protec	tion, Office of AML&R (DEP14350)	
	ot Upgrade :	
Lorado WV		
NOW THEREFORE,		
 (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal 	al shall enter into a contract in accordance with the bid or proposal attached	
havely and shall figure any other hands and insurance t	equired by the hid or concess, and shall in all other respects perform the	
agreement created by the acceptance of said bid, then the	is obligation shall be null and void, otherwise this obligation shall remain in full nat the liability of the Surety for any and all claims hereunder shall, in no event,	
exceed the penal amount of this obligation as herein stall	ed the filling of the county to the transmission of the county to the co	
·		
The Surety, for the value received, hereby stipu	ates and agrees that the obligations of said Surety and its bond shall be in no hin which the Obligee may accept such bid, and said Surety does hereby	
way impaired or any such extension.	ini Militi de Oniñes iliañ gorebt gour and gans onioù goes inignà.	
IN WITNESS WHEREOF, Principal and Surety	have hereunto set their hands and seals, and such of them as are corporations	
	and these presents to be signed by their proper officers, this	
5th_day of August , 20 08.		
Principal Corporate Seal	Breckenridge Corporation	
•	(Name of Principal)	
	By Jay Dalla	
	(Must be President or Vice President)	
	Tony D. Casella,	
	<u> Vice President</u>	
	(Title)	
Surety Corporate Seal	Fidelity & Depoist Company of Maryl	and
amed astroine som	(Name of Surety)	
COUNTERSIGNED		
m Hilly Minner 11 - A	Moning Moon	
By: W. Licensed Agent	Dense Dem Altomey-in-Fact	

WV Licensed Agent (Denise Deem, Attorney-In-Fact)

IMPORTANT - Surely executing bonds must be licensed in West Virginia to transact surely insurance. Relsed corporate seals must be affixed, a power of attorney must be attached.

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereby does hereby nominate, constitute and appoint Kenneth J. JUSKOWICK, Ann VOZNIAK, L. Randall COBER, Dolores Jane MARTIN, Bettie L. HAUGHT, Linda ZANNIER, Denise DEEM, Randy TALERTO and Allison L. HENNESSEY, all of Morgantown, West Virginia, EACH its true and lawful agent and Astorney are bact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: and all thonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had pent duly executed and action windged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper pursons. This power of attorney revokes that issued on behalf of Kenneth J. JUSKOWICK, Ann VOZNIAR, L. Randall COBER, Dolores Jane MARTIN, Bettie L. HAUGHT, Linda ZANNIER, Denise DEEM, Randy TALERICO, dated May 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of April, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



hie D. Barry

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

Theolin & Warting

State of Maryland City of Baltimore

On this 4th day of April, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

Maria D. alama

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this	5th	day	of	_August,	_2008	
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Assistant Secretary

Grege. Mung

RFQ No.	DEP14350	
KILLINO.	DELIADOO	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 affidayit and is in compliance with the requirements as stated.

Vendor's Name: Breckenrid	ge Corporation		
Authorized Signature:	Doll	Date: <u>August</u>	21,2008
Purchasing Affidavit (Revised 07/61/08)	ony D. Casella, Vi	ice President	

OMB #1029-0119 Expiration Date: Ol/31/2010

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information
Contractor Name: <u>Breckenridge Corporation</u> Tax Payer ID No.: 55-0493696 Address: P.O. Box 247 City: <u>Buckhannon</u> State: <u>wy</u> Zip Code: <u>26201</u> Phone: <u>304-472-3350</u>
Fax No.: 304-472-8506 E-mail address: engineering@breckenridgecorp.co
Part B: Legal Structure
XX) Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Tony D. Casella, Vice Pres., have the express authority to certify that:
(print name) Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you

Date August 21, 2008 Signature

Title Vice President

IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.~ov on the Internet.

must attach an Entity OFT from AVS to this form. Use Part D to provide missing or

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

corrected information. Sign and date below and complete Part D.

Part D.

See OFT Report Attached

Contractor Name: Breckenridge Corporation

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- · Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Peter J. Casella Address P.O. Box 247 Buckhannon, WV Ending Date:	26201		'	Position/Title President/Owner Telephone# 304–472–3350 % of Ownership Begin Date:
Name Tony D. Casella Address P.O. Box 247 Buckhannon, WV	26201	24		Position/Title Vice President/Owner Telephone # 304-472-3350 % of Ownership Begin Date: ng Date:
Name Christopher M. Ca	sella_	70000000000000000000000000000000000000	_ Pos	ition/Title. Secretary/Treasurer/Owner
Address P.O. Box 247				Telephone # 304-472-3350
Buckhannon, WV		24		% of Ownership
Begin Date:	<u>unana museu (m. 147-147) - 147-147</u>	<u></u>	E	nding Date:
Name				Position/Title
Address				Telephone #
				% of OwnershipBegin Date:
		Ending D	ate:	

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

See Section D.

From: avs.reporting@osmre.gov [mailto:avs.reporting@osmre.gov]

Sent: Tuesday, August 19, 2008 2:49 PM

For Updated Info.

To: Linda Keene

Subject: OFT Report by Entity

AVSOFT Report by Entity All OFT's where the selected entity is listed in the OFT *Entity is 089225 Breckenridge Corp *Inda Keene							
Parent	Description	Ownership	SubEntity	Percentage	BeginDate EndDate		
89225 Breckenridge Corp	Owner	Is Owned By	91312 Frederick E Stump	25%	10/11/1984		
89225 Breckenridge Corp	Vice President	Vice President	91312 Frederick E Stump		05/01/1963		
89225 Breckenridge Corp	Owner	Is Owned By	91313 Peter J Casella	75%	10/11/1984		
89225 Breckenridge Corp	President	President	91313 Peter J Casella		05/01/1963		
89225 Breckenridge Corp	Secretary	Secretary	133226 Reta M Ostrowske		05/01/1986		
89225 Breckenridge Corp	Treasurer	Treasurer	133226 Reta M Ostrowske		05/01/1986		

____ Information from ESET NOD32 Antivirus, version of virus signature database 3368 (20080819)

The message was checked by ESET NOD32 Antivirus.

http://www.eset.com

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CERTIFICATE: 046/001/ 00134

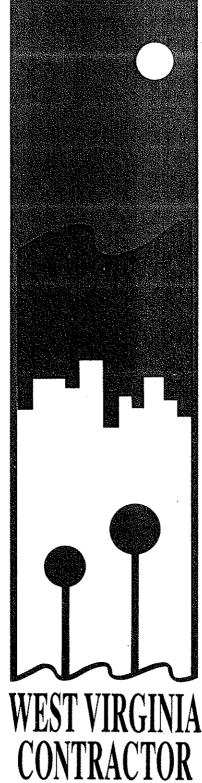
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001651

Classification:

ELECTRICAL GENERAL BUILDING GENERAL ENGINEERING PIPING PLUMBING SPECIALTY CONCRETE MASONRY ROOFING

> BRECKENRIDGE CORPORATION PO BOX 247 BUCKHANNON, WV 26201-0247

Date Issued

Expiration Date

AUGUST 16, 2008

AUGUST 16, 2009

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is 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.

