

BREAKAWAY, INC.

1075 OLD TURNPIKE ROAD
SUTTON, WV 26601

General Contractor
WV037089

Voice: 304-765-5317
FAX: 304-765-5389

FAX COVER PAGE

To State of WV - Purchasing Division

Attention Chuck Bowman

Fax Number 304-558-3970 Date 6/2/10

From Tony Vincent

Total Pages (Including this cover sheet) 25

RE: _____

Sealed Bid Enclosed

RFQ Number: DEP14890
Buyer: CB-23
Bid Opening Date: 6/2/10
Bid Opening Time: 1:30

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
PO BOX 50130
CHARLESTON WV 25305-0130

RECEIVED
2010 JUN -2 P 2:36
PURCHASING DIVISION
STATE OF WEST VIRGINIA



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

Request for Quotation

RFO NUMBER
DEP14890

PAGE
1

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

VENDOR

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

S.H.P.T.O

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED 05/09/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		81,058,100.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION / OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER INTO AN OPEN-END RECLAMATION MAINTENANCE CONTRACT WITH THE AGENCY, TO PROVIDE ALL MATERIALS, LABOR, APPROPRIATE EQUIPMENT, AND OTHER NECESSARY SERVICES TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER A SCOPE OF WORK THAT INCLUDES, BUT IS NOT LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF SOUTHWESTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Danya Tidwell* TELEPHONE: 304-765-5317 DATE: 6/2/10

TITLE: President FEIN: 13-4279911 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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PURCHASING

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S P I T O

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88 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 IN 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, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN 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 HEARTH, BASIC OXYGEN, ELECTRIC FURNACE,</p>						

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				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 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS.		

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*510160447 304-765-5317
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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO INSERT NAME AND ADDRESS IN SPACE ABOVE Labeled 'VENDOR'



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304-558-2157**

VENDOR

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

SHIP TO

**ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499**

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SOUTH WESTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: HHTTP://WWW.SOS.WV.GOV/ADMINISTRATIVE-LAW/WAGERATES</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>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>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. 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. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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*510160447 304-765-5317
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<p>CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>Sonya Tince</i> SIGNATURE <i>Breakaway, Inc.</i> COMPANY <i>6/2/10</i> DATE</p>						

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304-558-2157

PROPERTY

*510160447 304-765-5317
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SHIP TO

ENVIRONMENTAL PROTECTION -
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 11/96				CONTRACTORS LICENSE		
<p>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 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Breakaway, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV037089</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p>						

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TODAY

***510160447 304-765-5317**
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SUTTON WV 26601

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;"><i>304-765-5389</i></p>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <p style="text-align: center;"><i>Doug Vincent</i></p>						
***** THIS IS THE END OF RFQ DEP14890 ***** TOTAL:						<u>\$1,058,100.00</u>

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WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE I AFFIRM 'VENDOR'

BUYER CB-23	REQ. OR PO NO. DEP 14890 11
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
SOUTH WESTERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57th Street, SE
CHARLESTON, WEST VIRGINIA 25304
TELEPHONE 304-926-0499

Maximum Annual Expenditures
This contract shall not exceed \$500,000.00

Maximum Project Expenditures
This contract shall not exceed \$25,000.00 per project

BUYER CB -23	REQ. OR PO NO. DEP 14890	12
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
 Rev. 02/97 PURCHASING CONTINUATION SHEET
 VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

Article 2 - Location of Work-South Western Counties

The area of work shall include the South Western Counties of West Virginia. The counties listed below are the coal producing counties in the area of work and those in parenthesis represent where most of the work required in this contract is located.

- | | |
|------------|--------------|
| 1. Putnam | 6. (Kanawha) |
| 2. (Clay) | 7. (Logan) |
| 3. (Boone) | 8. Lincoln |
| 4. (Mingo) | 9. (Mason) |
| 5. Cabell | 10. (Wayne) |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement or purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

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Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified reclamation/maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.
- F. The contractor shall provide written work reports on any / all projects at the request of the Director or the Office of Special Reclamation (OSR) authorized representative. Work reports will provide information necessary to

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evaluate the overall project and may include (but not be limited to): type of equipment on site, equipment hourly use readings, man hours utilized, details of specific work performed at the site, specific problems encountered at the site, start and end times and date(s) of service. Report forms will be provided by OSR or approved for use by OSR prior to use and submittal. Work reports will be constructed to illustrate day-by-day activity on the project and provide all required criteria.

Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Projects must be invoiced only once, unless prior approval of the DEP is obtained.

Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor - The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

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

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT																		
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$ 120.00 PER HR	\$ 24,000.00																		
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 110.00 PER HR	\$ 22,000.00																		
3.0	200 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 80.00 PER HR	\$ 16,000.00																		
4.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$ 80.00 PER HR	\$ 8,000.00																		
5.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ 80.00 PER HR	\$ 8,000.00																		
6.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ 150.00 PER HR	\$ 30,000.00																		
7.0	200 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ 140.00 PER HR	\$ 28,000.00																		
8.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$ 80.00 PER HR	\$ 8,000.00																		
9.0	200 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$ 110.00 PER HR	\$ 22,000.00																		
10.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ 100.00 PER HR	\$ 10,000.00																		
11.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ 90.00 PER HR	\$ 18,000.00																		
12.0	100 HRS	Mini excavator - John Deere 35D or equivalent. Rubber tracked, minimum 25 horsepower with a standard 24 inch wide / 4.0 cubic foot capacity bucket and six foot wide blade.	\$ 100.00 PER HR	\$ 10,000.00																		
13.0	100 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour)	\$ 200.00 PER HR	\$ 20,000.00																		
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <table style="margin-left: 20px;"> <tr> <td><u>Vegetative Species</u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop⁴</td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye⁴</td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass³</td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet³</td> <td>@ 12 lbs/acre</td> </tr> </table>	<u>Vegetative Species</u>	<u>Rate/Acre</u>	Birdsfoot Trefoil ²	@ 15 lbs/acre	Redtop ⁴	@ 3 lbs/acre	Ky 31 Fescue ⁵	@ 15 lbs/acre	Wheat or Rye ⁴	@ 50lbs/acre	Orchard Grass	@ 15 lbs/acre	Weeping Lovegrass ³	@ 2 lbs/acre	Red Clover	@ 10 lbs/acre	Foxtail Millet ³	@ 12 lbs/acre	\$ 500.00 PER ACRE	\$ 50,000.00
<u>Vegetative Species</u>	<u>Rate/Acre</u>																					
Birdsfoot Trefoil ²	@ 15 lbs/acre																					
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Red Clover	@ 10 lbs/acre																					
Foxtail Millet ³	@ 12 lbs/acre																					

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

BUYER CB-23	REQ. OR PO NO. DEP 14890	16
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Birdsfoot Trefoil ² @5 lbs/acre Ky 31 Fescue ⁵ @5 lbs/acre Red Clover @5 lbs/acre	\$ 50.00 PER ACRE	\$5,000.00
16.0	100 ACRES	*Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Black Locust ² @3 lbs/acre (REFERENCE FOR ITEM NUMBERS. 14.0, 15.0, & 16.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$ 5.00 PER ACRE	\$ 500.00
17.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$ 500.00 PER TON	\$250,000.00
18.0	200 TONS	Fertilizer, 10-20-10	\$ 100.00 PER TON	\$20,000.00
19.0	200 TONS	Fertilizer, 18-46-0	\$ 100.00 PER TON	\$20,000.00
20.0	200 TONS	Mulch, Wood Fiber	\$ 100.00 PER TON	\$20,000.00
21.0	200 TONS	Mulch, hay or straw	\$ 100.00 PER TON	\$20,000.00
22.0	200 TONS	Stone, 2" limestone, delivered to site	\$ 25.00 PER TON	\$5,000.00
23.0	200 TONS	Stone, No. 57 limestone, delivered to site	\$ 25.00 PER TON	\$5,000.00
24.0	200 TONS	Stone, shot limestone, delivered to site	\$ 30.00 PER TON	\$6,000.00
25.0	200 TONS	Crusher Run limestone, delivered to site	\$ 25.00 PER TON	\$5,000.00
26.0	200 TONS	4" x 8" Limestone, delivered to site	\$ 25.00 PER TON	\$5,000.00
29.0	200 Tons	6" x 30" riprap limestone, delivered to site	\$ 30.00 PER TON	\$6,000.00
27.0	200 Tons	4" x 8" sandstone, delivered to site	\$ 25.00 PER TON	\$5,000.00
28.0	200 Tons	6" x 30" riprap sandstone, delivered to site	\$ 30.00 PER TON	\$6,000.00
30.0	200 TON	Stone, 2" sandstone, delivered to site	\$ 25.00 PER TON	\$5,000.00
31.0	200 TON	Stone, Shot sandstone, delivered to site	\$ 30.00 PER TON	\$6,000.00

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BUYER CB-23	REQ. OR PO NO. DEP 14890	17
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WV-36 STATE OF WEST VIRGINIA
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 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ <u>15.00</u> PER LF	\$ <u>1,500.00</u>
33.0	10	Pipe, 12" 45° Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
34.0	10	Pipe, 12" 90° Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
35.0	10	Pipe, 12" Cap Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
36.0	10	Pipe, Tee, 12" Schedule 40 P.V.C.	\$ <u>75.00</u> EACH	\$ <u>750.00</u>
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ <u>10.00</u> PER LF	\$ <u>1,000.00</u>
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ <u>12.50</u> PER LF	\$ <u>1,250.00</u>
39.0	100 LBS	Bentonite - Sealer	\$ <u>1.00</u> PER LB	\$ <u>100.00</u>
40.0	10	Pipe, 6" "T" Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
41.0	10	Pipe, 6" Screw on Cap Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
42.0	10	Pipe, 6" solid end cap Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
43.0	10	Pipe, 6" 45° Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
44.0	10	Pipe, 6" Connector Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
45.0	10	Pipe, 6" 90° Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
46.0	10	Pipe, 6" 22-1/2° Schedule 40	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
47.0	100 LF	Pipe, 6" solid flexible pipe	\$ <u>10.00</u> PER LF	\$ <u>1,000.00</u>
48.0	100 LF	Pipe, 12" solid flexible pipe	\$ <u>20.00</u> PER LF	\$ <u>2,000.00</u>
49.0	100 LF	12 inch HI-Q corrugated culvert - 20 foot section	\$ <u>400.00</u> EACH	\$ <u>40,000.00</u>
50.0	100 LF	18 inch HI-Q corrugated culvert - 20 foot section	\$ <u>420.00</u> EACH	\$ <u>42,000.00</u>
51.0	100 LF	24 inch HI-Q corrugated culvert - 20 foot section	\$ <u>440.00</u> EACH	\$ <u>44,000.00</u>
52.0	100 HRS	Water Pump 6" Dia. gas a/o DSL. powered with trailer mounting	\$ <u>50.00</u> PER HR	\$ <u>5,000.00</u>
53.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL. powered with trailer mounting	\$ <u>60.00</u> PER HR	\$ <u>6,000.00</u>
54.0	100 HRS	Trash/Sludge high head / high volume pump. 6" dia gas a/o DSL powered with trailer mounting. Godwin HL5M Dri-Prime type or equivalent	\$ <u>80.00</u> PER HR	\$ <u>8,000.00</u>

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BUYER CB-23	REQ. OR PO NO. DEP 14890	18
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WV-36 STATE OF WEST VIRGINIA
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ <u>40.00</u> PER HR	\$ <u>4,000.00</u>
56.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ <u>30.00</u> PER HR	\$ <u>3,000.00</u>
57.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ <u>20.00</u> PER HR	\$ <u>2,000.00</u>
58.0	100 SQ. YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>5.00</u> PER SQ. YD	\$ <u>500.00</u>
59.0	100 sq yds	Smooth HPDE Geomembrane - poly-flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant	\$ <u>50.00</u> PER SQ YD	\$ <u>5,000.00</u>
60.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
61.0	100 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ <u>100.00</u> PER HR	\$ <u>10,000.00</u>
62.0	5 EA	Wooden Weir - Installed per each (8' x 2' treated 2" lumber with 4" x 4" treated supports)	\$ <u>1,000.00</u> EACH	\$ <u>5,000.00</u>
63.0	10 EA	Wooden Fence - Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ <u>1,000.00</u> EACH	\$ <u>10,000.00</u>
64.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ <u>100.00</u> PER HR	\$ <u>10,000.00</u>
65.0	100 LF	Silt fence - Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>5.00</u> PER LF	\$ <u>500.00</u>
66.0	100 LF	HAYBALES (not to exceed a max \$5.0 per lf) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ <u>5.00</u> PER LF	\$ <u>500.00</u>
67.0	100 CY	Grout - Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>150.00</u> PER CY	\$ <u>15,000.00</u>
68.0	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <u>250.00</u> PER CY	\$ <u>25,000.00</u>
69.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>100.00</u> PER TON	\$ <u>10,000.00</u>
70.0	500 SQ YD	Floating baffle curtain - 18 oz rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing- all seams heat sealed. Two (2) minimum 6" x 48" RPS foam float blocks installed per 20 LF (or less) of curtain. Float blocks will be installed in top of curtains and spaced with grommets in between each block. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from the edge of water. 5/16 inch stainless chain, heat sealed into bottom of curtain and extended out to each end to point of anchorage. Price will include all labor and materials for installation in pond as required.	\$ <u>5.00</u> PER SQ YD	\$ <u>2,500.00</u>

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 VENDOR:

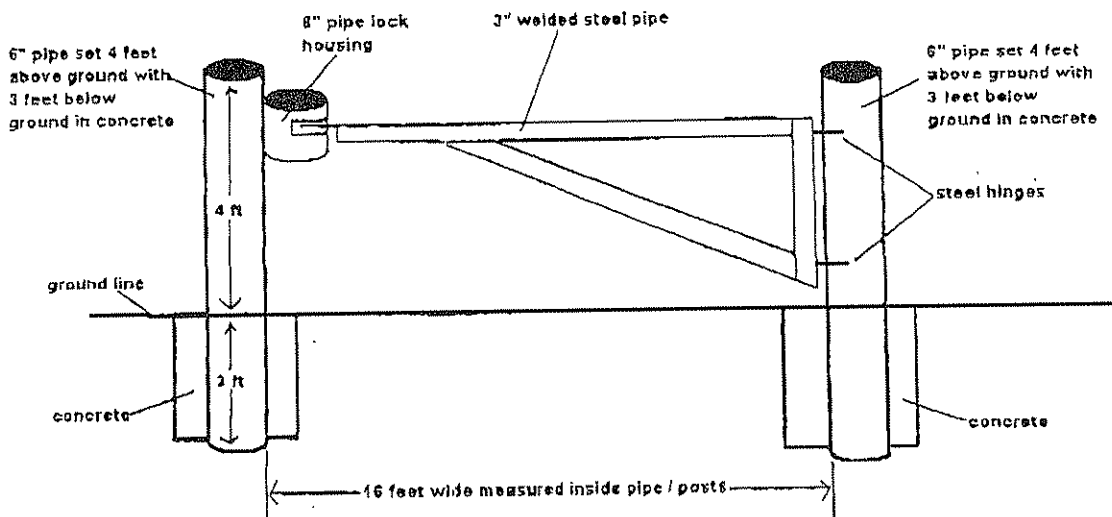
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
71.0	2,000 LF	Wire mesh fencing – zinc coated (galvanized) iron or steel farm-field (woven wire) fencing. Fencing shall meet the requirements of ASTM A 116, Desing No. 1047-6-9, Zinc Coating Class 1. Where fencing is joined onto existing fence, Type FE-4-5 Oval Sleeve Wire Splices or equivalent splices will be used. Where fencing is attached to posts, 1 ½ inch galvanized fence staples will be used. Price will include all labor and materials for installation on site, as required.	\$ <u>5.00</u> PER LF	\$ <u>10,000.00</u>
72.0	2,000 LF	Fence posts / Bracing posts – all posts will be extreme/severe (minimum A WPA Use Category UC4B or CCA rating of .40 weather treated wood. Square posts will be a minimum of 4 inch x 4 inch. Round posts may be used provided that a minimum of 6 inch diameter is used. Where installed in the ground, posts will be installed a minimum depth of 3 feet with all fill compacted and extended above ground as directed. Price will include all labor and materials for installation on site, as required.	\$ <u>60.00</u> PER LF	\$ <u>120,000.00</u>
73.0	4 EACH	Welded steel pipe gate. Gate will be constructed as per the attached specifications. Price will include all materials and labor for installation on-site in variable field conditions.	\$ <u>1,000.00</u> PER EACH	\$ <u>4,000.00</u>
TOTAL				\$ <u>1,058,100.00</u>

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

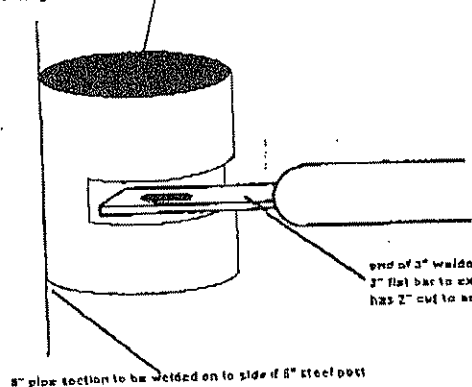
- NOTE:
1. All items must be bid and bid in unit measure specified in the quantity column.
 2. Quantities are for bidding purposes only.
 3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
 4. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
 5. All equipment used must be in good operable condition and be readily available.
 6. All materials must have approval from a DEP representative.
 7. Labor for operating equipment and installing materials shall be incidental to each item.
 8. Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21 SA 1 ET SEQ.
 9. All pipe and fittings are delivered price.
 10. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

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WV-36a STATE OF WEST VIRGINIA
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VENDOR:

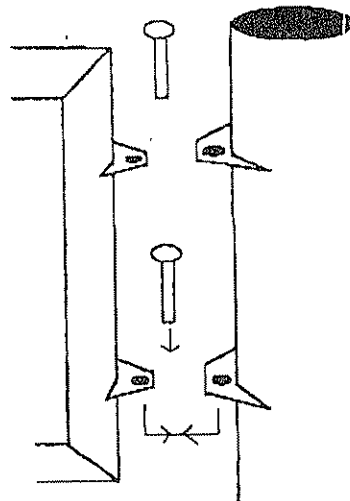


1/2" dia. X 6" long pipe section for lock housing, top of housing is welded on steel cap



end of 3" welded steel gate with welded on 1/2" X 3" flat bar to extend into gate housing. (1/2" flat bar has 2" cut to accept lock inside housing.

8" pipe section to be welded on to side of 8" steel post



welded 1/2" steel flanges to vertical with 1" cut hole to align for 1" steel pin to insert. Pin will be secured to prevent removal after installation but allow free movement of gate.

Steel pipe will be 1/4" wall thickness for all applications. Posts and housing will be capped with 1/4" welded on plates. Gates will be painted with rust prohibiting primer and finished with 2 full coats of heavy duty latex suitable for exterior metal applications.

OFFICE OF SPECIAL RECLAMATION	
STEEL PIPE GATE DESIGN	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

Agency West Virginia Purchasing Division
REQ.P.O# DEP14890

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 One Park Circle, 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 Thousand Dollars and 00/100 (\$ 5,000) 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
Open-end Reclamation Maintenance, South Western Counties (Putnam, Clay, Boone, Mingo, Cabell, Kanawha,
Logan, Lincoln, Mason, Wayne)

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

2nd day of June, 2010

Principal Corporate Seal

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

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Donna J. Price
Donna J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/12/10, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4750172 01

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, GARY R. FREEMAN, 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 12th day of JANUARY A.D., 2010 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

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

State of Ohio County of Medina ss.:

On this 12th day of JANUARY A.D., 2010 , 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. Kaheln (Signature) William J. Kaheln, 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 4th day of June A.D., 2010 .



Frank A. Carrino (Signature) Frank A. Carrino, Secretary

RFQ No. DEP 14890

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Breakaway, Inc.

Authorized Signature: Tonya Vincent Date: 6/2/10

State of WV

County of Braxton to-wit:

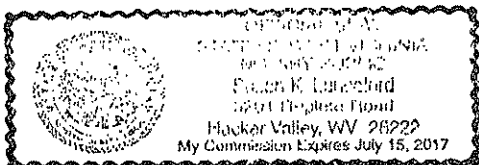
Taken, subscribed, and sworn to before me this 2nd day of June, 2010.

My Commission expires July 15, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Dwain K. Lunsford





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

STATE OF West Virginia

COUNTY OF Braxton TO-WIT:

I, Tonya Vincent, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Breakaway, Inc.; and,
2. I do hereby attest that Breakaway, Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

Breakaway, Inc.

(Company Name)

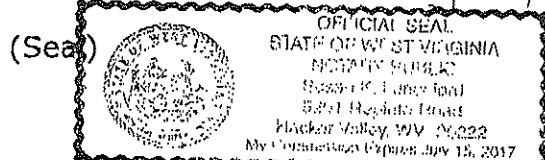
By: Tonya Vincent

Title: President

Date: 6/2/10

Taken, subscribed and sworn to before me this 2nd day of June 2010.

By Commission expires July 15, 2017



Susan K. Surrenceford (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.