

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 \$ 25 10
From Jonya Vincent
Total Pages (Including this cover sheet) 23
RE: Sealed Bid Enclosed
RFQ Number:
Mail To:
WV PURCHASING DIVISION 2019 WASHINGTON ST E PO BOX 50130 CHARLESTON WV 25305-0130

BREAKAWAY 304-765-5389>>

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

Request for Quotation

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CHUCK BOWMAN	
304-558-2157	

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

SUTTON WV 26601

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

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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 PRONUMBER Quotation

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addresseorfeseonden@eeeovameennionfoed CHUCK BOWMAN 304-558-2157

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

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

304-926-0499 25304

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BREAKAWAY

304-765-5389>>

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

Request for Quotation

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DEP15098

HANNESS	COMPRESENDENCE	ABBIENBIONIOA
CHUCK BOW	MAN	
304-558-2	157	

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

SUTTON WV 26601 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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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 HEQNUMBER

DEP15098

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ADDRESS CORRE	SPONDENCE TO ATTENTION OF
CHUCK BOWMAN	
304-558-2157	

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

SUTTON WV 26601

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

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BREAKAWAY 304-765-5389 >> State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130

Charleston, WV 25305-0130

Request for Quotation

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

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

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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 Requirement of the Regulation of the

DEP15098

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CHUCK BOWMAN 304-558-2157

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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPARTMENT OF DFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

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BREAKAWAY 304-765-5389>> State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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CHUCK BOWMAN 304-558-2157

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

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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

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

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BREAKAWAY

304-765-5389>>

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

Request for

DEP15098

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ADDRESS.CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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

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

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304-765-5389>>



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

Request for BEQNUMBER Quotation

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DEP15098

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ADDRESS CORRESPONDENCE TO A MENHON OF CHUCK BOWMAN 304-558-2157

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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

SHIP VIA FOR FREIGHT TERMS TERMS OF SALE DATE PRINTED 06/13/2010 BID OPENING TIME 01:30PM BID OPENING DATE. 08/11/2010 CAT AMOUNT ITEM NUMBER UNIT PRICE UOP QUANTITY LINE NO QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS 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. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN SUCH COST IS UNRELASONABLE IF IT IS TO BE UNREASONABLE. 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE FFIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE

BREAKAWAY

304-765-5389>>

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

Request for Quotation DEP1509

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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

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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

SEO NUMBER DEP15098

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HALLES ADDRESS CORRESPONDENCE NO ARIENTION OF THE CHUCK BOWMAN 304-558-2157

304-765-5317 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

*510160447

BREAKAWAY INC

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

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304-765-5389>> BREAKAWAY State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 -

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

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

DATE PRINTED TERMS OF SALE SHIP VIA (F.O.5 FAEIGHT TERMS 06/13/2010 BID OPENING DATE: 08/11/2010 BID OPENING TIME 01:30PM LINE QUANTITY WOP: ITEM NUMBER UNIT PRICE AMOUNT I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. Breakaway, Inc. REV. 11/96 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST 25305-0130 CHARLESTON, WV THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

304-765-5389>>



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

Request for Quotation

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CHUCK BOWMAN
304-558-2157

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

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

FREIGHT TERMS SHIP VIA FOB DATE PRINTED TERMS OF SALE 06/13/2010 01:30PM BID OPENING DATE: BID OPENING TIME 08/11/2010 GAT. ITEM NUMBER UNIT PRICE AMOUNT. QUANTITY UOP LINE SEALED BID CB-23 BUYER: DEP15098 RFQ. NO.: BID OPENING DATE: 08/11/2010 1:30 PM BID OPENING TIME: PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-765-5389 VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: 1075 Old Turnpike Koad Hon, WV 26601 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WV 25305-0420 Charleston, WV 25305-0130

DEP15098

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ADDRESS CORRESPONDE	NCE TO ATTENTION OF:
CHUCK BOWMAN	
304-558-2157	

*510160447	304-765-5317
BREAKAWAY	
1075 OLD T	URNPIKE ROAD

26601 SUTTON WV

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

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Mountain Run Refuse & Portals DEP15098

REVISED Contractor's Bid Sheet

Company Name:	<u> </u>	KAWAY, INC.
•	1075 Ok	d Turnpike Road
Address:		n, WV 26601
	Voice,	304-765-5317

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

ITEM			TO THE POST OF THE	UNIT PRICE	AMOUNT
NO.	QUAN	TITY	DESCRIPTION	*************	***************************************
				**************************************	***************************************
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)		\$ 10,000.00
2.0	- 	LS	Construction Layout Stakes (Limited to 5% of Total Bid)	1.5	\$ 2.000.00
3.0	 (LS	Quality Control (Limited to 3% of the Total Bid)	1.5	\$ 1,000.00
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$ 35,000.00
4.2	3	EA	Pipe Gate	450.00	S 1,350.00
5.1	1,050	LF	Sediment Control Device	1.00	\$ 1,050.00
5.2	1,000	LF	Erosion Control Device	2,00	\$ 2,000.00
5.3	50	LF	Super Silt Fence	4.00	\$ 200.00
6.0	13	AC	Revegetation	1.500.00	\$ 19,500.00
7.1	320	LF	One-foot depth D50 =12 inch Riprap Channel	35.00	\$ 11,200.00
7.2	194	LF	One & one half-foot depth D50 =6 inch Riprap Channel	20.00	\$ 3,880.00
7.3	363	LF	lone & one half-foot depth D50 =6 inch Riprap Channel (0 foot Bottom Width)	15.00	\$ 5,445.00
7.4	219	LF	Two-foot depth D50 =6 inch Riprap Channel (2 foot Bottom Width)	20.00	\$ 4,390.00
7.5	69	LF	Two-foot depth D50 =6 inch Riprap Channel	55.00	\$ 3,795.00
7.6	332	LF	Two-foot depth Grouted Riprap	75.00	\$ 24,900.00
7.7	225	LF	Two & one half foot depth D50 =6 inch Riprap Channel	25.00	\$ 5,645.00
7.8	312	LF	Two & one half foot depth D50 =12 inch Riprap Channel	65.00	\$ 20,280.00
7.9	548	LF	Two & one half foot depth Grouted Riprap Channel	100.00	\$ 54,800.00
	238	LF	Three-foot depth D50 =6 inch Riprap Channel	35.00	\$ 8,330.00
7.10	157	LF	Three-foot depth D50 =12 inch Riprap Channel	40.00	\$ 6 280.00
7.12		LF	30-inch HDPE Pipe	90.00	\$ 9,000.00
7.13	100	EA	Pipe Culvert Headwall	1.500.00	\$ 3,000-00
7.14	2	EA	Drive Through Channel	1.000.00	\$ 1,000.00
7.15	1 20,000		Unclasified Excavation (includes 10 dry seals)	2.00	\$ 40,000.00
8.1	20,000	CY LF	Riprap Bank and Slope Protection	40.00	\$ 28,600.00
8.2	700		Wet/Modified Mine Seal	10.000.00	
9.1	6	EA	Conveyance Pipe	24.00	\$ 5.480.00
9.2	220	LF	Soda Ash Briquettes (50 lb. Bag)	25.00	\$ 2500.00
9.3	300	EA	3008 AND Disfrectes (30 to Det)		
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***	*****		**************************************	<b>*************************************</b>	\$ 374 795,00
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Part A: General Information

OMB #1029-0119 Expiration Date: 1/31/13

#### AML CONTRACTOR INFORMATION FORM

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

Business Name: Brighouldy, Inc. Tax F Address: 1075 Old Turnlike Road City: Sutton	
City: Sutton State: WV Zip Code: 6 Fax No.: 304-765-5389 E-mail address: tony	revincent @ verizon.ne+
Part B: Legal Structure	
( Corporation ( ) Sole Proprietorship ( ) Part ( ) Other (please specify)	tnership () LLC
Part C: Certifying and updating information in the Appl Select only one of the following options, follow the instruction	ions for that option and sign below
I,, have the expre (print name)	ess authority to certify that:
Information on the attached Entity Organizations accurate, complete, and up-to-date. If you select the OFT from AVS to this form. Sign and date below a	his option, you must attach an Entity
2. Part of the information on the attached Entity OF and must be updated. If you select this option, you AVS to this form. Use Part D to provide the missir and date below and complete Part D.	must attach an Entity OFT from
3. Our business currently has no information in AVS provide all information required in Part D. Sign and	d date below and complete Part D.
8/25/10 Jonya Tinent Signature	President Title

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 from the AVS website at https://avss.osmre.gov.

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Agency	West Virginia Purchasing	_
	O#DEP15098	

#### BID BOND

KNOW ALL MEN BY THESE P	RESENTS, Thal we.	the undersigned, Breakaway, Inc.
of 1075 Old Turnpike Road		, as Principal, and Ohio Farmers Insurance Company
of Westfield Center ,		, a corporation organized and existing under the laws of the State of
	in the City of We	stfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, In the pena		
well and truly to be made, we jointly and	severally bind ourselv	ves, our heirs, administrators, executors, successors and assigns.
		ereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain b	id or proposal, attach	ed hereto and made a part hereof, to enter into a contract in writing for
Mountain Run Refuse & Portals, Pi	reston County, We	st Virginia (DEP15098)
		· · · · · · · · · · · · · · · · · · ·
NOW THEREFORE,		
(a) If said hid shall be rejected	. or	
(h) If a sid hid shall he accente	d and the Principal sh	rell enter into a contract in accordance with the bid or proposal attached
and the second and but the meaningree of	l said hid then this ob	ed by the bid or proposal, and shall in all other respects perform the ligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understo	od and agreed that th	e liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation	on as herein stated.	
The Surety, for the value receiv way impaired or affected by any extension valve notice of any such extension.	red, hereby stipulates on of the time within w	and agrees that the obligations of said Surety and its bond shall be in no hich the Obligee may accept such bid, and said Surety does hereby
		hereunto set their hands and seals, and such of them as are corporations
		these presents to be signed by their proper officers, this
25th day of August	2010	
		Proplement Ind
Principal Corporate Seal		Breakaway, Inc. (Name of Principal)
		1 diagram
		(Must be President or
		Vice President)
		President
		(Tille)
Surety Corporate Scal		Ohio Farmers Insurance Company (Name of Surety)
		(Name or Surely)
		$\mathcal{A}$
		By: J. Mary J. I such
		Licensed West Virginia Resident Agent Altorney-in-Fact

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

POWER NO. 4750172 01

#### Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

of Attorney

General

Power

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

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

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 benalt 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 it signed by the President and sealed and attested by the Corporate Secretary." Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any

power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of A.D., 2006 . JUNE

Corporate JEURA Seals Affixed

State of Ohio County of Medina 33. September 1

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

A.D., 2005, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly

On this 18th day of JUNE sworn, did depose and say, that he resides in Medina, Ohio: that he is Senior Executive or WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIQ 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 Sasi Affixed

State of Onio County of Medina

55.;



William J. Kahelin, Autorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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, Onio, this 25th day of







**BREAKAWAY** 



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

STAT	TE OF WV	
cou	INTY OF Braxton	_, TO-WIT:
I,	Tonya Vincent, at	after being first duly sworn, depose and
state	e as follows:	_
1.	I am an employee of	(Company Name)
2.	I do hereby attest that	Breakaway, Inc.
		(Company Name)
	policy is in compliance with	drug free workplace policy and that such h <b>West Virginia Code</b> §21-1D-5.
The	above statements are sworn	to under the penalty of perjury.
		Brown
	<del>-</del>	Weakhway the
		(Company Namé)
	В	By: Jonya Tincent
	Т	Title: FAT President
	C	Date: 8/24/10
Tak	en, subscribed and sworn to b	before me this AHL day of August
	Commission expires	July 30,2019
(Se	eal) Contribution (Moreotal Andrews	Control & How
A Secretary	Pt \$1450050 Viv 25621  Pt \$1450050 Viv 25621  By commession expires dance 30, 2019	(Notary Public)
_	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	INVESTED WITH THE BIN IN ADDED TO

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.

Rev March 2009

REO No. DEP 15098 22

#### 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 owed is an amount greater than one thousand dollars in the aggregate.

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership. association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed 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: Break (Augy, Inc)  Date: 8/24/10
Authorized Signature.
State of West Vuguin
County of Asitta
Taken, subscribed, and sworn to before me this 14/hday of turned, 20/0.
My Commission expires
OFFICIAL SEAL  AFFICSEAL HERE NOTARY PUBLIC  STATE OF VICTOR VINGINIA  CYNCHIA L. GODWIN  FLAT WINGLES WY 26621  My creambasion explications up, 2019