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OCT 20 A 11:16

PURCHASING DIVISION
STATE OF WV

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 10/20/10

From Tonya Vincent

Total Pages (Including this cover sheet) 17

RE: _____

Sealed Bid Enclosed

RFQ Number: DEP15148
Buyer: CB-83
Bid Opening Date: 10/20/10
Bid Opening Time: 1:30

Mall To:

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



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

**Request for
 Quotation**

RFQ NUMBER	DEP15148
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PAGE	1
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ADDRESS CORRESPONDENCE TO ATTENTION OF:	CHUCK BOWMAN 304-558-2157
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***510160447 304-765-5317**
BREAKAWAY INC
1075 OLD TURNPIKE ROAD
SUTTON WV 26601

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED: 09/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/20/2010		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$1,126,600.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>SPECIAL RECLAMATION MAINTENANCE SERVICES CONTRACT NORTHERN AREA</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE SCOPE OF WORK THAT WILL INCLUDE, BUT NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED 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>						

SIGNATURE: <i>Sonya Tinent</i>				SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE: <i>304-765-5317</i>	DATE: <i>10/20/10</i>
TITLE: <i>President</i>		FEIN: <i>13-4279911</i>		ADDRESS CHANGES TO BE NOTED ABOVE			

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



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PAGE
2

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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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3

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED 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 HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS; FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA</p>						

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PAGE
5

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				<p>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>WV 037089</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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>		

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PAGE
6

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<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 FROM THIS CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A 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>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF 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</p>						

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PAGE
7

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<p>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 FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p>						

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.		
1.0	500 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. Up to two (2) dozers may be required at separate locations for use in snow removal from access roads during severe weather events. These dozers shall be available on-site within 24 hours of notice.	\$ <u>120.00</u> PER HR	\$ <u>60,000.00</u>
2.0	100 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <u>110.00</u> PER HR	\$ <u>11,000.00</u>
3.0	200 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ <u>100.00</u> PER HR	\$ <u>20,000.00</u>
4.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ <u>150.00</u> PER HR	\$ <u>75,000.00</u>
5.0	100 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.	\$ <u>140.00</u> PER HR	\$ <u>14,000.00</u>
6.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>100.00</u> PER HR	\$ <u>20,000.00</u>
7.0	50 HRS	Truck with Snow Blade, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>100.00</u> PER HR	\$ <u>5,000.00</u>
8.0	100 HRS	Articulated Truck-Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>120.00</u> PER HR	\$ <u>12,000.00</u>
9.0	50 HRS	Trash water pump, 3" diameter, gas a/o diesel powered	\$ <u>40.00</u> PER HR	\$ <u>2,000.00</u>
10.0	200 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) (Billable time not to exceed 4 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)	\$ <u>200.00</u> PER HR	\$ <u>40,000.00</u>

BREAKAWAY, INC.
1075 Old Turnpike Road
Sutton, WV 26601
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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0	500 ACRES	Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Orchard Grass @ 15 lbs/acre Birdsfoot Trefoil ² @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Redtop ⁴ @ 3 lbs/acre Red Clover @ 10 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Foxtail Miller ³ @ 12 lbs/acre Wheat or Rye ⁴ @ 50 lbs/acre	\$ 500.00 PER ACRE	\$ 250,000.00
12.0	100 ACRES	Seed mixture for Vegetation Enhancement <u>Vegetative Species¹</u> <u>Rate/Acre</u> Ky 31 Fescue ⁵ @ 5 lbs/acre Birdsfoot Trefoil ² @ 5 lbs/acre Red Clover @ 5 lbs/acre	\$ 100.00 PER ACRE	\$ 10,000.00
13.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species¹</u> <u>Rate/Acre</u> Black Locust ² @ 3 lbs/acre (Reference for Item Numbers 11.0, 12.0 and 13.0) 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.	\$ 10.00 PER ACRE	\$ 1,000.00
14.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$ 500.00 PER TON	\$ 250,000.00
15.0	200 TONS	Fertilizer, 10-20-10	\$ 250.00 PER TON	\$ 50,000.00
16.0	200 TONS	Mulch, Wood Fiber	\$ 250.00 PER TON	\$ 50,000.00
17.0	200 TONS	Mulch, hay or straw	\$ 250.00 PER TON	\$ 50,000.00
18.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$ 30.00 PER TON	\$ 6,000.00
19.0	200 TONS	Stone, clean 3 1/2" to 1 1/2", limestone, delivered to site	\$ 25.00 PER TON	\$ 5,000.00
20.0	200 TONS	Stone, 1-1/2" crusher run, limestone, delivered to site	\$ 25.00 PER TON	\$ 5,000.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	\$ <u>25.00</u> PER TON	\$ <u>5,000.00</u>
22.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	\$ <u>30.00</u> PER TON	\$ <u>6,000.00</u>
23.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	\$ <u>35.00</u> PER TON	\$ <u>7,000.00</u>
24.0	10 EA	HDPE Dual Walled Culvert, 15" diameter/ 20' section	\$ <u>600.00</u> EACH	\$ <u>6,000.00</u>
25.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	\$ <u>960.00</u> EACH	\$ <u>9,600.00</u>
26.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	\$ <u>1,440.00</u> EACH	\$ <u>14,400.00</u>
27.0	100 LF	Pipe, 12" Solid SDR 35 gasket type PVC	\$ <u>15.00</u> PER LF	\$ <u>1,500.00</u>
28.0	10 EA	45° elbow, 12" SDR 35 gasket type PVC	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
29.0	10 EA	90° elbow, 12" SDR 35 gasket type PVC	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
30.0	10 EA	Cap, 12" SDR 35 gasket type PVC	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
31.0	10 EA	Tee, 12" SDR 35 gasket type PVC	\$ <u>75.00</u> EACH	\$ <u>750.00</u>
32.0	100 LF	Pipe, 6" Solid SDR 35 gasket type PVC	\$ <u>12.50</u> PER LF	\$ <u>1,250.00</u>
33.0	100 LF	Pipe, 6" Perforated SDR 35 gasket type PVC	\$ <u>15.00</u> PER LF	\$ <u>1,500.00</u>
34.0	10 EA	Tee, 6" SDR 35 gasket type PVC	\$ <u>40.00</u> EACH	\$ <u>400.00</u>

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
35.0	10 EA	Solid end cap, 6" SDR 35 gasket type PVC	\$ <u>40.00</u> EACH	\$ <u>400.00</u>
36.0	10 EA	45° elbow, 6" SDR 35 gasket type PVC	\$ <u>40.00</u> EACH	\$ <u>400.00</u>
37.0	10 EA	90° elbow, 6" SDR 35 gasket type PVC	\$ <u>40.00</u> EACH	\$ <u>400.00</u>
38.0	100 LBS	Bentonite - Sealer	\$ <u>5.00</u> PER LB	\$ <u>500.00</u>
39.0	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>
40.0	100 SQ. YDS	Smooth HDPE Geomembrane-Poly-Flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. Sites which require liner widths wider than available rolls, shall be heat seamed.	\$ <u>150.00</u> PER SQ. YD	\$ <u>15,000.00</u>
41.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
42.0	200 HRS	Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed	\$ <u>100.00</u> PER HR	\$ <u>20,000.00</u>
43.0	5 EA	Wooden Weir - Installed per each (12' x 2' treated 2" lumber with 4" x 4" treated supports, and stainless steel fasteners	\$ <u>1,000.00</u> EACH	\$ <u>5,000.00</u>
44.0	1000 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>5,000.00</u>
45.0	200 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>200.00</u> PER CY	\$ <u>40,000.00</u>
46.0	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>
47.0	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>

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
48.0	200 LF	Floating Baffle Curtain-Five (5) foot total depth Minimum 4 feet depth must be below water line and bottom of floats. 17 ounce/square yard with UV rating, vinyl coated, polyester material, no sewing, all seams heat sealed. Two (2) foot long Styrofoam block for floats in top spaced with grommets in between each block, block size based on depth. 1/4 inch stainless steel cable seamed in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water, at each end. 5/16 inch chain heat sealed into bottom. Ends shall have 1/2 inch polypropylene rope heat sealed with grommets. At seam below floats on each end, aluminum reinforcing plates shall be attached, and have a shackle for anchorage on pond embankment. Price shall include all labor and materials for installation in pond, as required.	\$ <u>8.00</u> PER LF	\$ <u>1,600.00</u>
49.0	20 DAYS	HDPE 4 inch to 12 inch Pipe Fusion Weld Machine Price shall include all labor and incidental electric power to operate machine.	\$ <u>250.00</u> PER DAY	\$ <u>5,000.00</u>
50.0	100 LF	4 inch HDPE DR 17 Fusion Pipe (Required for use with Item # 49)	\$ <u>8.00</u> PER LF	\$ <u>800.00</u>
51.0	100 LF	6 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <u>12.00</u> PER LF	\$ <u>1,200.00</u>
52.0	100 LF	12 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <u>24.00</u> PER LF	\$ <u>2,400.00</u>
53.0	10 EA	6 inch HDPE Wye (Required for use with Item # 49)	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
54.0	10 EA	6 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
55.0	10 EA	4 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>50.00</u> EACH	\$ <u>500.00</u>
56.0	10 EA	4 inch HDPE Tee (Required for use with Item # 49)	\$ <u>100.00</u> EACH	\$ <u>1,000.00</u>
		TOTAL	\$ <u>1,126,600.00</u>	

Agency Purchasing Division
REQ. P.O.# DEP15148

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.
of Sutton, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH 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
Special Reclamation Maintenance Service Contract Northern Area, Northern Counties in WV DEP15148

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

20th day of October, 2010

Principal Corporate Seal

Breakaway, Inc.

(Name of Principal)

By [Signature]

(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By: [Signature]

Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

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.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

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

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

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

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

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

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaid, Jr.

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

State of Ohio County of Medina ss.:

On this 19th day of JUNE A.D., 2006 , before me personally came Richard L. Kinnaid, 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



Signature of William J. Kahelin, Attorney at Law, Notary Public

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 20th day of October, A.D., 2010



Signature of Frank A. Carrino, Secretary

RFC No. DEP15148

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.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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: [Signature] Date: 10/19/20

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 19th day of October, 2010.

My Commission expires August 15, 2012, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

