

# 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 9/21/10

From Tonya Vincent

Total Pages (Including this cover sheet) 25

RE: \_\_\_\_\_

**Sealed Bid Enclosed**

RFQ Number: DEP15164  
Buyer: CB-23  
Bid Opening Date: 9/21/10  
Bid Opening Time: 1:30

**Mall To:**

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

RECEIVED  
2010 SEP 21 A 7:56  
PURCHASING DIVISION



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  
**DEP15164**

PAGE  
**1**

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**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**116 INDUSTRIAL DRIVE**  
**OAK HILL, WV**  
**25901 304-465-1911**

DATE PRINTED <b>08/19/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/21/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		<b>\$1,534,500.00</b>
<p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></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 CONTRACTORS FOR A CONTRACT TO FURNISH ALL LABOR, MATERIALS, 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 THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER A SCOPE OF WORK THAT INCLUDES, BUT IS NOT LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, REVEGETATION OF SITES, SLUDGE PUMPING AND SNOW REMOVAL LOCATED IN THE COAL PRODUCING COUNTIES OF SOUTHEASTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>PLEASE NOTE THE QUANTITIES SHOWN ON THE BID SCHEDULE ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT INDICATE ACTUAL QUANTITIES THAT MAY BE REQUIRED.</p> <p><b>EXHIBIT 3</b></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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Conrad Vincent* TELEPHONE: **304-765-5317** DATE: **9/21/10**

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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 Purchasing Division  
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VENDOR

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<p>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 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 SERVICES 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</p>						

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<p>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> <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 AND A SECOND 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 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</p>						

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				SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.  C. "UNITED STATES" MEANS THE UNITED STATES OF 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		

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<p>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 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>						

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State of West Virginia  
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VENDOR
*510160447 304-765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD SUTTON WV 26601

SHIP TO
ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 116 INDUSTRIAL DRIVE OAK HILL, WV 25901 304-465-1911

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<p>PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS 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 Vincent</i> ..... SIGNATURE Breakaway, Inc. .... COMPANY</p>						

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<p>PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <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>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION                  PURCHASING DIVISION                  BUILDING 15                  2019 WASHINGTON STREET, EAST                  CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP15164</p> <p>BID OPENING DATE: 09/21/2010</p>						

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**10**

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<i>304-765-5389</i>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
<i>Doug Vincent</i>						
***** THIS IS THE END OF RFQ DEP15164 *****						<b>TOTAL: <u>31,534,500.00</u></b>

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<u>BUYER</u>		REQ. OR PO NO.
CB-23		DEP 15164
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

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CONTRACT

FOR

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

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION  
601 57th STREET, S.E.  
CHARLESTON, WEST VIRGINIA 25304

TELEPHONE 304-926-0499

<u>BUYER</u>		REQ. OR PO NO.
CB-23		DEP 15164
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
 REV. 5-1-08 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 Eastern Counties

The area of work shall include the South Eastern 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. Greenbrier | 5. (Nicholas) |
| 2. Summers    | 6. (Fayette)  |
| 3. (Raleigh)  | 7. (Mercer)   |
| 4. (McDowell) | 8. (Wyoming)  |

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 of 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.

<b>BUYER</b> CB-23	REQ. OR PO NO. DEP 15164
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36 STATE OF WEST VIRGINIA  
REV. 5-1-08 PURCHASING CONTINUATION SHEET  
VENDOR:

#### 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. All equipment used must be in good operable condition, be readily available, and must be operated by an experienced, competent operator.

<b>BUYER</b>		REQ. OR PO NO.
CB-23		DEP 15164
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA  
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- G. All materials must have approval from a DEP representative.
- H. Labor for operating equipment and installing materials shall be incidental to each item.
- I. 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.

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.

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

<u>BUYER</u>	REQ. OR PO NO.
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**The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.**

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	<u>125.00</u> PER HR	25,000.00
2.0	500 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>120.00</u> PER HR	60,000.00
3.0	200 HRS	Crawler Dozer-Caterpillar D3G LGP or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>115.00</u> PER HR	23,000.00
4.0	500 HRS	Crawler Dozer-Caterpillar D5G LGP or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>110.00</u> PER HR	55,000.00
5.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	<u>100.00</u> PER HR	10,000.00
6.0	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	<u>100.00</u> PER HR	10,000.00
7.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 314 or equiv. with 90 minimum flywheel horsepower, equipped with standard bucket	<u>120.00</u> PER HR	60,000.00
8.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 318 or equiv. with 115 minimum flywheel horsepower, equipped with standard bucket	<u>140.00</u> PER HR	70,000.00
9.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket	<u>160.00</u> PER HR	80,000.00
10.0	500 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	70,000.00
11.0	100 HRS	Skid steer loader Bobcat T190 or Equiv. with 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with 72 inch rotary cutter capable of cutting up to 3 inch dia. material.	<u>100.00</u> PER HR	10,000.00
12.0	100 HRS	Skid steer loader Bobcat T190 or Equiv. with 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with 74 inch utility bucket.	<u>100.00</u> PER HR	10,000.00
13.0	100 HRS	Skid steer loader Bobcat T190 or Equiv. with 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with Bobcat SB200 72 inch snow blower.	<u>100.00</u> PER HR	10,000.00
14.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	<u>120.00</u> PER HR	12,000.00



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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15.0	100 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower equipped with a sealed tailgate.	<u>100.00</u> PER HR	10,000.00
16.0	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)	<u>200.00</u> PER HR	20,000.00
17.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Birdsfoot Trefoil <sup>2</sup> @ 15 lbs/acre Redtop <sup>4</sup> @ 3 lbs/acre Ky 31 Fescue <sup>5</sup> @ 15 lbs/acre Wheat or Rye <sup>4</sup> @ 50lbs/acre Orchard Grass      @ 15 lbs/acre Weeping Lovegrass <sup>3</sup> @ 2 lbs/acre Red Clover      @ 10 lbs/acre Foxtail Millet <sup>3</sup> @ 12 lbs/acre	<u>500.00</u> PER ACRE	50,000.00
18.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> <sup>1</sup> <u>Rate/Acre</u> Birdsfoot Trefoil <sup>2</sup> @5 lbs/acre Ky 31 Fescue <sup>5</sup> @5 lbs/acre Red Clover      @5 lbs/acre	<u>100.00</u> PER ACRE	10,000.00
19.0	100 ACRES	*Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species</u> <sup>1</sup> <u>Rate/Acre</u> Black Locust <sup>2</sup> @3 lbs/acre  (REFERENCE FOR ITEM NUMBERS. 17.0, 18.0 & 19.0)  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.	<u>10.00</u> PER ACRE	1,000.00
20.0	500 TONS	Agriculture Lime - 85% CaCO <sub>3</sub>	<u>500.00</u> PER TON	250,000.00
21.0	200 TONS	Fertilizer, 10-20-10	<u>250.00</u> PER TON	50,000.00
22.0	200 TONS	Fertilizer, 18-46-0	<u>200.00</u> PER TON	40,000.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
23.0	200 TONS	Mulch, Wood Fiber	<u>250.00</u> PER TON	50,000.00
24.0	200 TONS	Mulch, hay or straw	<u>250.00</u> PER TON	50,000.00
25.0	200 TONS	Stone, 2" sandstone, delivered to site	<u>25.00</u> PER TON	5,000.00
26.0	200 TONS	Stone, Shot Sandstone, delivered to site	<u>30.00</u> PER TON	6,000.00
27.0	200 TONS	Stone, Gabion Sandstone 4" x 8", delivered to site	<u>27.50</u> PER TON	5,500.00
28.0	200 TONS	Stone, shot limestone, delivered to site	<u>30.00</u> PER TON	6,000.00
29.0	200 TONS	Stone, Type 3 - Rip-Rap Limestone 36" x 6", delivered to site	<u>50.00</u> PER TON	10,000.00
30.0	200 TONS	Stone, Type 2 - Rip-Rap Limestone 30" x 6", delivered to site	<u>40.00</u> PER TON	8,000.00
31.0	200 TONS	Stone Type 1 - Rip-Rap Limestone 12" x 3", delivered to site	<u>30.00</u> PER TON	6,000.00
32.0	200 TONS	Stone, Gabion Limestone 4" x 8", delivered to site	<u>27.50</u> PER TON	5,500.00
33.0	200 TONS	Stone, Limestone 2", delivered to site	<u>25.00</u> PER TON	5,000.00
34.0	200 TONS	Stone, No. 57 Limestone, delivered to site	<u>25.00</u> PER TON	5,000.00
35.0	200 TONS	Limestone, crusher run, delivered to site	<u>25.00</u> PER TON	5,000.00
36.0	200 TONS	Limestone Sand 92% CaCO <sub>3</sub> with particle size of 5% maximum retained on a #10 mesh screen, 15% maximum retained on a #20 mesh screen, 30% maximum passing a #60 screen, delivered to the site.	<u>25.00</u> PER TON	5,000.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
37.0	200 TONS	Limestone Sand 97% CaCO3 16 Mesh (Glass Factory Limestone Sand) with particle size of 0% retained on a #12 mesh screen, 20% maximum retained on a 20 mesh screen and 20% maximum passing a #70 mesh screen, delivered to the site	<u>50.00</u> PER TON	10,000.00
38.0	100 LF	Pipe, 12" schedule 40 P.V.C.	<u>15.00</u> LF	1,500.00
39.0	10 EA	Pipe, 12" 45° Schedule 40	<u>50.00</u> EACH	500.00
40.0	10 EA	Pipe, 12" 90° Schedule 40	<u>50.00</u> EACH	500.00
41.0	10 EA	Pipe, 12" Cap Schedule 40	<u>50.00</u> EACH	500.00
42.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	<u>75.00</u> EACH	750.00
43.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	<u>12.50</u> PER LF	1,250.00
44.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	<u>15.00</u> PER LF	1,500.00
45.0	100 LBS	Bentonite - Sealer	<u>1.00</u> PER LB	100.00
46.0	10 EA	Pipe, 6" "T" Schedule 40	<u>40.00</u> EACH	400.00
47.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	<u>40.00</u> EACH	400.00
48.0	10 EA	Pipe, 6" solid end cap Schedule 40	<u>40.00</u> EACH	400.00
49.0	10 EA	Pipe, 6" 45° Schedule 40	<u>40.00</u> EACH	400.00
50.0	10 EA	Pipe, 6" Connector Schedule 40	<u>40.00</u> EACH	400.00
51.0	10 EA	Pipe, 6" 90° Schedule 40	<u>40.00</u> EACH	400.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
52.0	10 EA	Pipe, 6" 22-1/2" Schedule 40	\$ <u>40.00</u> EACH	400.00
53.0	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$ <u>400.00</u> EACH	4,000.00
54.0	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$ <u>420.00</u> EACH	4,200.00
55.0	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$ <u>440.00</u> EACH	4,400.00
56.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>75.00</u> PER HR	7,500.00
57.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>100.00</u> PER HR	10,000.00
58.0	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>150.00</u> PER HR	15,000.00
59.0	100 HRS	Trash Water Pump 4" Dia. gas a/o DSL powered	\$ <u>50.00</u> PER HR	5,000.00
60.0	100 HRS	Trash Water Pump 3" Dia. gas a/o DSL powered	\$ <u>40.00</u> PER HR	4,000.00
61.0	100 HRS	Trash Water Pump 2" Dia. gas a/o DSL powered	\$ <u>30.00</u> PER HR	3,000.00
62.0	2,000 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 (Non-Woven)	\$ <u>5.00</u> PER SQ. YD	10,000.00
63.0	2,000 SQ. YDS	Engineering Fabric for separation and stabilization - in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (Woven)	\$ <u>5.00</u> PER SQ. YD	10,000.00
64.0	2,000 SQ. YDS	Smooth HPDE Geomembrane - Poly-Fex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant.	\$ <u>100.00</u> PER SQ. YD	200,000.00
65.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
66.0	500 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, Stihl professional weed trimmer or equiv, with mimimun 1.4 bhp, etc., and pump operator as needed with prior approval.	\$ <u>100.00</u> PER HR	50,000.00

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
67.0	100 HRS	Truck with snow blade; minimum 1 ton 4 wheel drive pickup with 8-foot wide snow blade	\$ 100.00 PER HR	10,000.00
68.0	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	\$ 5.00 PER LF	500.00
69.0	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	\$ 200.00 PER CY	20,000.00
70.0	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ 250.00 PER CY	25,000.00
71.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 100.00 PER TON	10,000.00
72.0	100 LF	Haybales (not to exceed a max of \$5.00 per bale) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ 5.00 PER LF	500.00
73.0	1000 LF	Floating Baffle Curtain - Three (3) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styafom block for floats in top spaced with grommets in between each block, block size based on depth. 1/4 inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required.	\$ 6.00 PER LF	6,000.00
74.0	1000 LF	Floating Baffle Curtain - Five (5) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styafom block for floats in top spaced with grommets in between each block, block size based on depth. 1/4 inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required.	\$ 8.00 PER LF	8,000.00
<b>TOTAL</b>				<b>1534,500.00</b>

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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 all 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 21-5A-1 ET SEQ.
9. All pipe and fitting are delivered price.
10. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

Agency Purchasing Division  
REQ. P. O. # DEP15164

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 (\$5,000.00) 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 Services South Eastern Counties DEP15164

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

21st day of September, 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 Kimberly L. Miles  
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. TESTER, 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

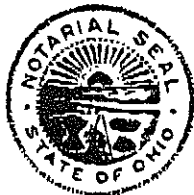
Signature of Richard L. Kinnaird, Jr.

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

State of Ohio County of Medina ss.:

On this 19th day of JUNE A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

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 21st day of September A.D., 2010



Signature of Frank A. Carrino

Frank A. Carrino, Secretary



RFQ No DEP15164

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 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

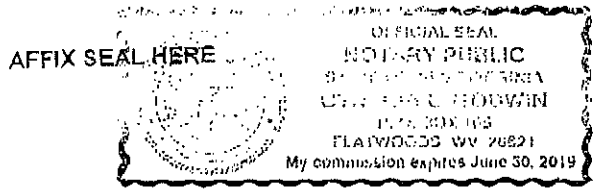
Authorized Signature: Sonya Tinent Date: 9/20/10

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 20 day of September, 2010.

My Commission expires June 30, 2019.



NOTARY PUBLIC Cynthia L. Hodson