



RECEIVED

OCT 19 A 11:08
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 10/19/10

From Tonya Vincent

Total Pages (Including this cover sheet) 13

RE: _____

Sealed Bid Enclosed

RFQ Number: DEP 15187
Buyer: CB-23
Bid Opening Date: 10/19/10
Bid Opening Time: 1:30

Mail 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
DEP15187

PAGE
1

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

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE	BID OPENING TIME
10/19/2010	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$375,325.00
<p>NORTHERN MAINTENANCE RECLAMATION PROJECT</p> <p>MAINTENANCE SERVICES - NORTHERN COUNTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN THE NORTHERN COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.</p> <p>SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE.</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 WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joshua Vincent</i>	TELEPHONE 304-765-5317	DATE 10/19/10
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
 Department of Administration
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 Charleston, WV 25305-0130

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 Voice, 304-765-5317

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 CHARLESTON, WV
 25304 304-926-0499

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<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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RESPONDING TO RFQ: INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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
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08/23/2010				
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					03:30PM		

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED IN THE COUNTY OF THE WORK, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

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.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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CHUCK BOWMAN 304 558 2157

VENDOR

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 1075 Old Turnpike Road
 Sutton, WV 26601
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					01:30PM		

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(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.

(XX) BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00, PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. BID BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK OR AN IRREVOCABLE LETTER OF CREDIT.

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



BREAKAWAY 304-765-5389>>
 State of West Virginia
 Department of Administration
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					01 30PM		

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.

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.

REV. 3/88

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

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304 558 2157

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

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OFFICE OF AML&R
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CHARLESTON, WV
25304
304-926-0499

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09/23/2010				

DATE OPENING DATE	BID OPENING TIME
10/19/2010	03:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME ... <i>Breakaway, Inc.</i> or</p> <p>CONTRACTORS LICENSE NO.: <i>WV037089</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
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RFQ NUMBER	DEP15187
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ADDRESS CORRESPONDENCE TO ATTENTION OF	CHUCK BOWMAN 304-558-2157
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VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
BREAKAWAY, INC.
 1075 Old Turnpike Road
 Sutton, WV 26031
 Voice: 304-765-5317

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 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

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10/19/2010					01:30PM		

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 REQ. NO.: DEP15187
 BID OPENING DATE: 10/19/2010
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-765-5389

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

Doug Vincent

***** THIS IS THE END OF RFQ DEP15187 ***** TOTAL: \$375,325.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
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WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE Labeled 'VENDOR'

BREAKAWAY, INC.
 107001 Turnpike Road
 Canton, MS 38601
 Vol. 1 304-765-5317

Northern Maintenance
DEP15187
 Contractor's Bid Sheet

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	20.00	10,000.00
2	100	hour	D-3 Caterpillar Dozer or equal	100.00	10,000.00
3	100	hour	D-6 Caterpillar Dozer or equal	150.00	15,000.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	100.00	10,000.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	150.00	15,000.00
6	20	hour	Cat 303 mini excavator or equal	100.00	2,000.00
7	20	hour	Skid Steerer (Bobcat) or equal	100.00	2,000.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	100.00	7,000.00
9	20	hour	Single Axle Dump (10 ton capacity)	100.00	2,000.00
10	50	hour	Sewer Cleaning Truck*2	200.00	10,000.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	125.00	8,750.00
12	20	acre	Seed Mixture-per acre rate (15 lbs Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	250.00	5,000.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merion Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	.25	1,250.00
14	100	ton	Agriculture Lime	250.00	25,000.00
15	20	ton	Fertilizer 10-20-10	250.00	5,000.00
16	20	ton	Straw Mulch***	250.00	5,000.00
17	500	linear foot	Straw Bales	2.50	1,250.00
18	10	ton	Wood Cellulose Fiber Mulch	250.00	2,500.00
19	200	ton	Limestone Sand***	25.00	5,000.00
20	200	ton	18" RipRap (Sandstone or Limestone)	25.00	5,000.00
21	200	ton	#57 River Gravel/Sandstone	50.00	10,000.00
22	200	ton	1-1/2" Crusher Run Stone	25.00	5,000.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	8.00	1,600.00
24	200	linear foot	8" SDR 35 PVC Pipe	8.00	1,600.00
25	100	linear foot	12" SDR 35 PVC Pipe	12.00	1,200.00
26	100	linear foot	15" SDR 35 PVC Pipe	15.00	1,500.00
27	500	linear foot	18" Hancor III-Q Sur-Lok pipe or equal	36.00	18,000.00
28	500	linear foot	24" Hancor III-Q Sur-Lok pipe or equal	48.00	24,000.00
29	500	linear foot	36" Hancor III-Q Sur-Lok pipe or equal	72.00	36,000.00
30	200	linear foot	Temporary Pipe	25.00	5,000.00
31	200	square yard	Filter Fabric - Dupont Tytar 3401 or equal	2.50	500.00
32	100	linear foot	Permanent Fencing	10.00	1,000.00
33	3	each	Access Gate - 16 foot heavy gauge round tubular farm gate	2,000.00	6,000.00
34	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	500.00	3,000.00
35	3	each	Type "G" Drop Inlet with grate - As per DOH Standard Detail Ref Sheet DR6-G	500.00	1,500.00
36	5	each	8" SDR 35 PVC Pipe Clean-out	100.00	500.00
37	5	each	12" SDR 35 PVC Pipe Clean-out	100.00	500.00

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

Northern Maintenance (Cont.)
 DEP15187

Contractor's Bid Sheet-Continuation

38	50	hour	Vacuum Truck*****	500.00	25,000.00
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	500.00	5,000.00
40	1	each	Concrete Mine Seal Box	1,000.00	1,000.00
41	10	cubic yard	3000 psi Structural Concrete	250.00	2,500.00
42	10	bag	Soda Ash Briquette 50# bags	50.00	500.00
43	20	hour	2" Water Pump	50.00	1,000.00
44	20	hour	6" Water Pump	100.00	2,000.00
45	40	hour	Small Jetter*****	250.00	10,000.00
46	20	hour	Chain Saw (20" bar)	20.00	400.00
47	20	hour	Weed Eater with Brush Blade	20.00	400.00
48	5	gallon	Roundup Vegetation Killer	25.00	125.00
49	50	square yard	Asphalt Wearing Course Material	150.00	7,500.00
50	20	hour	Hydraulic Excavator Hammer (4000#)	200.00	4,000.00
51	20	hour	Laborer I*****	75.00	1,500.00
52	20	hour	Laborer II*****	75.00	1,500.00
53	20	hour	Laborer III*****	75.00	1,500.00
SOIL ANALYSIS TESTING****					
54A	5	each	Acid Base Count	50.00	250.00
54B	10	each	Nutrients	25.00	250.00
54C	10	each	pH (field)	50.00	500.00
54D	10	each	pH (lab)	25.00	250.00
55	100	hour	UTV/ATV 700 cc With Bed	100.00	10,000.00
56	100	hour	6" Diesel Water Pump	150.00	15,000.00
57	100	hour	Agricultural Tractor 4 x 4 w/Front Loader	100.00	10,000.00
58	100	ton	1 Ton 4 x 4 Truck	100.00	10,000.00
59	150	cy	Topsoil	10.00	1,500.00
TOTAL					375,325.00

Agency Purchasing Division
REQ. P. O# DEP15187

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 Oblige, 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
Northern (AML&R) Maintenance Reclamation Project, Northern Counties in WV DEP15187

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 Oblige 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

19th day of October 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 hereby present 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-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-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.

As 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-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.

As it Further Resolved, that the signature of any such designated person and the seal of the Company hereafter or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing legible signature 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, 2006).

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 hereon affixed this 19th day of JUNE A.D., 2006

Corporate Seal-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 of the 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 Board 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:

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 of said Companies authorizing 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 on the 19th day of October A.D. 2010



Signature of Frank A. Carrino

Frank A. Carrino, Secretary

RFC No. DEP15187

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]

