

BREAKAWAY, INC.
1075 OLD TURNPIKE ROAD
SUTTON, WV 26601

General Contractor
WV037089

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

FAX COVER PAGE

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OCT 10 10:12 AM
PURCHASING DIVISION
STATE OF WV

To State of WV - Purchasing Division

Attention Chuck Bowman

Fax Number 304-558-3970 Date 10/6/11

From Tonya Vincent

Total Pages (Including this cover sheet) 27

RE: _____

Sealed Bid Enclosed

RFQ Number: DEP 15497
Buyer: CB-83
Bid Opening Date: 10/6/11
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
 DEP15497

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

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

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

DATE PRINTED 08/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		6,497,760.00
RECLAMATION: WATER TREATMENT THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-2006-86. THIS SITE CONSISTS OF APPROXIMATELY 13 ACRES AND IS LOCATED NEAR MOUNT STORM, WV IN GRANT COUNTY. THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION. A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 08/30/2011 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Conya Fincet* TELEPHONE: 304-765-5317 DATE: 10/6/11
 TITLE: President FEIN: 13-4279911 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM DAVIS IN TUCKER COUNTY: TRAVEL NORTHEAST ON WV ROUTE 93 FOR APPROX. 14.5 MILES TO SR 42, TURN LEFT ONTO SR 42, TRAVEL APPROX. 4.4 MILES TO US ROUTE 50 AT MOUNT STORM. TURN LEFT ONTO US ROUTE 50, TRAVEL WEST APPROX. 3.9 MILES, TURN RIGHT ONTO GATED HAULROAD. CONTINUE APPROX. 2.5 MILES TO LOCATION OF PRE-BID MEETING AT OLD SHOP AREA.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE</p>						

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<p>SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HERE IN.</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 GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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				<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> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>		

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				<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: <i>Breakaway, Inc.</i> 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>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>		

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PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
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,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO 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.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O 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.						
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 DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL						

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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 WV CODE SECTION 5A-3-56. REV. 10/01/01 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						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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<p>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP15497</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p>						

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08/18/2011				
BID OPENING DATE: 09/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1		✓				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Sonya Tincant</i> SIGNATURE <i>Breakaway, Inc.</i> COMPANY <i>10/16/11</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		



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

Request for Quotation

RFQ NUMBER
 DEP15497

PAGE
 1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				
BID OPENING DATE: 10/06/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR RECLAMATION ON THE MINNING OPERATION OF THE BUFFALO COAL COMPANY, INC., PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, ATTACHMENT "UNDERDRAIN #1", AND THE Q/A RESULTING FROM THE 08/30/2011 MANDATORY PRE-BID MEETING. THE BID OPENING DATE AND TIME ARE CHANGED AS FOLLOWS: FROM: 09/27/2011 AT 1:30 PM TO: 10/06/2011 AT 1:30 PM ***** NO OTHER CHANGES ***** RECLAMATION: WATER TREATMENT						
***** THIS IS THE END OF RFQ DEP15497 *****						TOTAL: <u>4,649,760.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS:

SIGNATURE: *Janja Tinerich* TELEPHONE: 304-765-5317 DATE: 10/6/11

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

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

Buffalo Coal Corporation S-2006-86

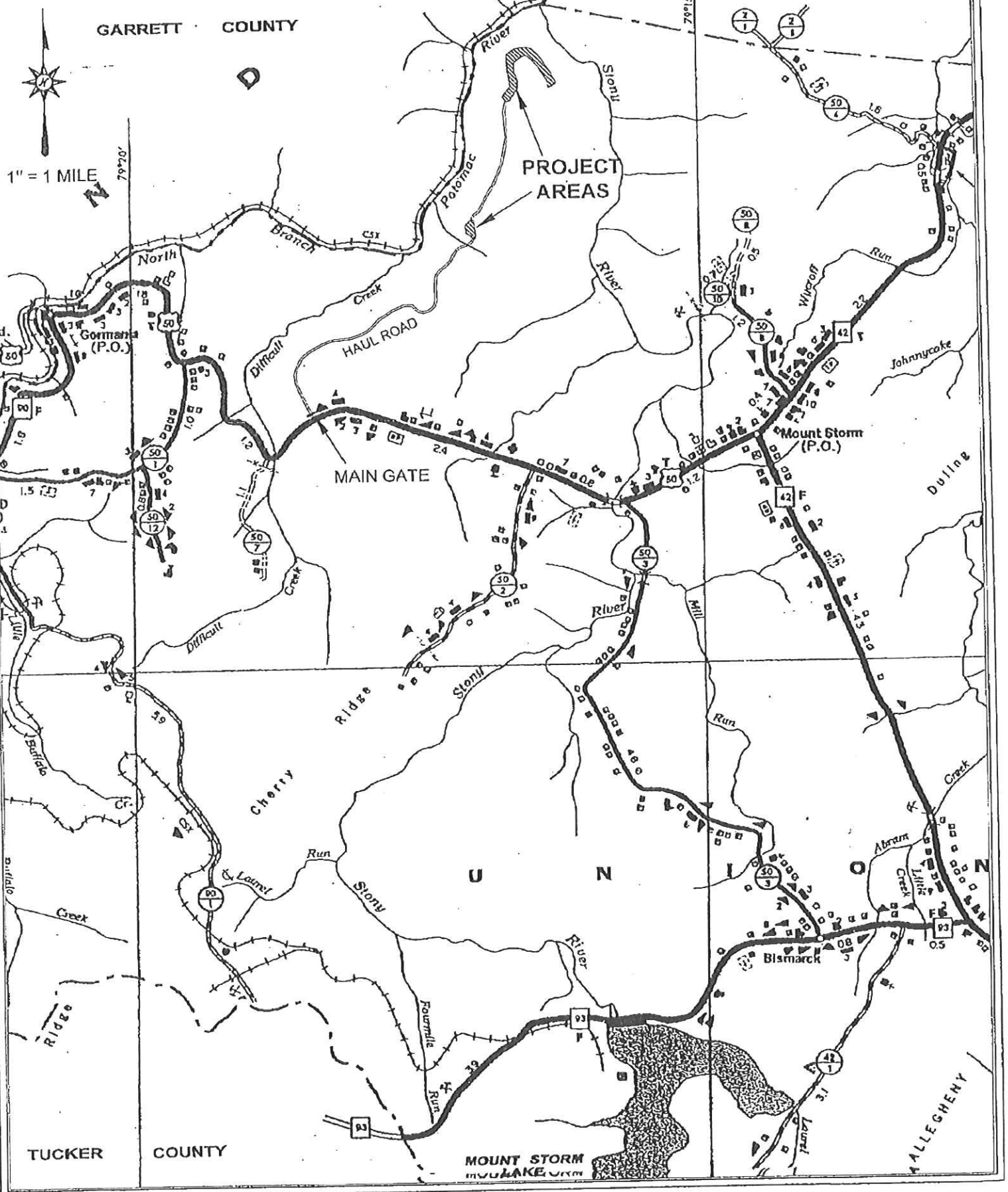
BUYER
CB-23

REQ. or P.D. No.
DEP15497

LOCATION MAP

GARRETT COUNTY

MINERAL COUNTY



TUCKER COUNTY

MOUNT STORM LAKE

MALLEGHENY

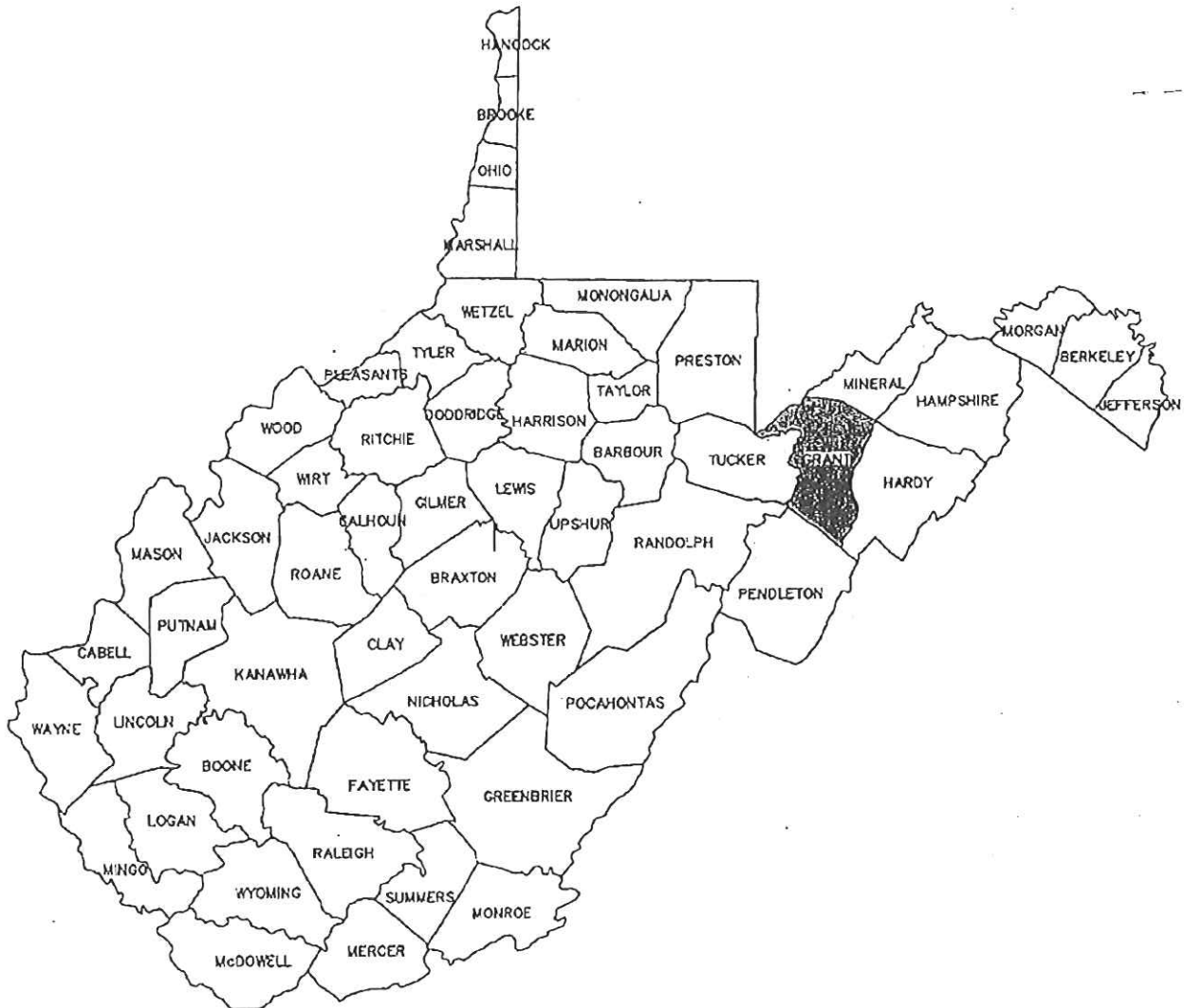
Buffalo Coal Corporation

S-2006-86

 BUYER
CB-23

 REG. or P.O. No.
DEP15497

DIRECTIONS TO SITE



Project Located in Grant County, WV:

From Gorman in Grant County:

Traveling east on U.S. Route 50, go approximately 3.4 miles, turn left onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

From Davis in Tucker County:

Traveling northeast on WV Route 93, continue approximately 14.5 miles to SR 42, turn left onto SR 42, travel approximately 4.4 miles to US Route 50 at Mount Storm. Turn left onto US Route 50, travel west approximately 3.9 miles, turn right onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

From Keyser in Mineral County:

From intersection of CR 220 and SR 46 in Keyser, travel south on U.S. Route 220 approximately 6.0 miles to intersection with US Route 50 at Mount Storm. Continue on US Route 50 approximately 19.3 miles. Turn right onto gated haul road. Continue approximately 2.5 miles to location of pre-bid meeting at old shop area.

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
REV. 5-26-09 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Buffalo Coal Company, Permit S-2006-86, and any disturbance associated with such operation. The General Performance Standards shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the main access road shall be developed in accordance with bid item #4.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #5.0 shall be installed.
3. Concurrent and continuous reclamation / construction work shall begin as shown on the site plan and detailed in the Scope of Work. Backfill will be required for areas of excess spoil disposal as detailed in the specifications and as directed at the Pre-bid Conference. Regrading and topsoiling is required for ALL areas disturbed during the construction process. Revegetation and soil improvement is required for ALL areas disturbed during the construction process. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item #3.0)
5. Primary access to the site will utilize the existing bonded haulroad on Vindex Energy, Inc. WV/Art 3 Permit O-2015-96. This haulroad will be maintained in its current condition throughout the life of project and will be repaired as necessary to its current condition prior to completion of the project, per bid item #4.0. The road will be inspected by the onsite DEP representative at the appropriate time and this item will be included and paid for in the last invoice submitted.

SITE ONE

6. Beginning on the outlet end of the existing 36-inch haulroad culvert, excavate down to intercept and cut off the 6" HDPE pipe (buried beneath the haulroad culvert). After clearing the pipe of debris and / or sediments, install a perforated riser on the discharge end of the cut pipe exiting from under the roadway. The pipe section remaining in place thru the ditch outslope berm will be grouted 100% full with a cement type grout and sealed such that leakage through the pipe and around the outside edges does not occur. Excavation, riser installation and grouting will be inclusive to one bid item, #6.0. See the attached plans and / or specifications.
7. The existing conveyance Ditch A from the road culvert area to the discharge into Pond #1 will be cleaned and reshaped using the existing rock as described in the attached specifications per bid item #7.0. The Ditch A reconstruction will be supplemented by placement of loosely distributed 2-1/2" limestone Crusher Run material. Approximately 450 LF of ditch will be reshaped and treated. Existing rip-rap will also be inspected and repaired as needed to achieve a final 18" thickness prior to application of the crusher run. All work and materials to complete the Ditch A reconstruction will be inclusive to one bid item. See

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VENDOR:

the attached plans and / or specifications.

8. Construct new access road 'A' beginning from the existing haulroad down to the pond #1 area. Access road location and construction details will be as shown in the attached plans and/or specifications. Access road construction and all materials will be per bid item #8.0.

9. Pond #1 will be cleaned out by excavation to a depth of 7 feet below the invert of the existing spillway. All vegetation, trees and / or other debris will be removed from within the impounding area. All roots and root balls will be excavated out. Rocks, boulders or other materials which protrude and interfere with liner and liner bedding installation will also be removed. Existing holes in the pond structure will be repaired by placing a one-foot layer of compacted clay soil throughout the pond impounding area, including to the top of the embankment. An additional six-inch layer of fine sand will be placed throughout the pond bottom for the final liner bedding. A 60-mil textured HDPE liner will be installed and keyed into all sides and inlet / discharge spillways. The finished pond construction must be demonstrated to not leak and to discharge water prior to invoicing. All excavation, clay soil and sand placement and work to complete this item will be per bid item #9.0. Liner installation will be per separate bid item #10.0. See the attached plans and / or specifications.

10. The existing outlet spillway from Pond #1 is to be cleaned of all vegetative materials, the spillway reshaped where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2-1/2" crusher run limestone to 'choke-off' the riprap for the full cross-section of the spillways, per bid item #9.1.

11. Fencing of the Site One project area will be required. Approximately 1,300 LF of 4 strand, 12 gauge barbed wire fencing will be utilized with heavy duty metal T-posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans and / or specifications. All fencing, posts, gates and installation will be inclusive to one bid item #11.0.

12. Concurrent regrading and topsoiling shall be performed during disposal of pond #1 cleanings, per bid item #12.0. All disturbed areas shall be graded to match the surrounding terrain, eliminating all ability to impound water or concentrate flow, and create a sheet flow across the regraded areas. Also includes clearing and grubbing all vegetative cover within the entire disposal work area to bare ground. (see attached plans and/or specifications).

13. All disturbed areas within the Site One project area will be regraded and tracked and revegetated with seed, lime, fertilizer, and mulch per bid item #13.0, as detailed in the attached plans and / or specifications.

SITE TWO

14. Construct new site access roads B1, B2 and B3 per bid item #14.0. Roads B1 and B2 will be combined to form a continuous roadway thru the site to the end of Pond #2. Road B3 will be separate and provide access to the back side of the project area to the seep and Underdrain #2. Excess spoil generated by construction of access roads B1 and B2 will be hauled back and disposed of in the existing sediment cells (C1 thru C5) located along the new road B1. Placement of material will begin in C1 and progress

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 REV. 5-26-09 PURCHASING CONTINUATION SHEET
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sequentially to C5. Material will be placed such that the cells are filled to capacity and eliminated as part of the construction process.

Each road will require differing construction specifications as detailed in the attached technical specifications and drawings. Each road will be considered a separate bid item and include all work and materials necessary to complete the work, including all work necessary for proper handling, disposal and compaction of excavated materials into cells C1 through C5.

Road B1 will begin at the existing haulroad and continue 1450 LF beside and above the existing sediment cells to the final discharge of sediment cell C5. Material excavated will be hauled back and utilized to fill in and reclaim the existing sediment cells (C1 through C5).

Road B2 will begin at the end of Road B1 and continue 900 LF to the end of the existing pond 2 area. Road B2 will cross an existing wet / seep area and require that the area be excavated and sandstone Underdrain #1 installed beneath the road. Excess material from this road construction will also be hauled back and utilized to reclaim existing sediment cells (C1 through C5) in a continuous and sequential fashion.

Road B3 will begin at the existing haulroad and will continue approximately 1200 LF to intersect with the seep excavation area. Road B3 will be a cut and fill type road and will include a vehicle turn around area. Materials generated during the roadway cut will be retained and included in the road construction.

15. Clean out the existing sediment control Pond #2 to an overall depth of five (5) vertical feet below the discharge elevation of the existing spillway per bid item #17.1. Pond #2 will be cleaned lengthwise from the discharge spillway to the location of the uppermost containment barrier #3 as shown on the attached plans and / or specifications. This item includes all work and materials necessary to complete the work, including all work necessary for proper handling, disposal and compaction of excavated materials into cells C1 through C5.

16. Dispose of all excavated road material, pond cleanings any other materials generated during execution of the project in the C1 thru C5 sediment cells, per bid items #14.0 and #17.1, by constructing small dirt dikes within the cells and placing material behind them to dewater. Material will be disposed of in a sequential manner and begin with C1 or the appropriate cell designated by the onsite WVDEP/OSR representative. As this material dries it may be covered by additional materials generated by further road construction. See the attached plans and/or specifications.

17. Construct three (3) containment barriers (#1, #2 and #3) with spillways within the cleaned out sediment control Pond #2 as shown in the attached plans and / or specifications. All work, materials and cost associated with these items will be inclusive to separate bid items, #17.2 and #17.4. See the attached plans and / or specifications.

18. The area between the constructed barriers #1 and #2 (Alkalinity Cell) is to be filled with three separate graded layers of limestone aggregate material to the level of the invert of the finished barrier spillways, per bid item #17.3

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19. The existing outlet spillways from both sludge cell C5 and Pond #2 are to be cleaned of all vegetative materials, the spillways reshaped where required to achieve the minimum design dimension and adding an additional layer of three-inches (3") of 2-1/2" crusher run limestone to 'choke-off' the riprap for the full cross-section of the spillways, per bid item #17.5.

20. The existing seep at the northeast side of Site Two will be excavated and sandstone Underdrain #2 installed to convey seepage to Pond #2 via Ditch B2, per bid item #16.0. The existing outslope will not be undercut or disturbed during the excavation and / or grouting process. Beginning upgrade 50 LF from the seep located over the hill, Ditch B2 will be excavated to pavement in the seep area. The area will be cleaned to a 4-foot wide bottom depth. The excavation of Ditch B2 will continue downgrade toward Pond #2 approximately 450 LF at a 1% grade such that the final end of the excavation will daylight into Ditch B2. The excavated underdrain will be lined along the outer berm side with a synthetic liner with the bottom edge sealed with cementitious grout. Also, the opposite (inner) side of the ditch will be lined with a non-woven filter fabric and keyed into the bottom beneath the liner and grout. The top of the sandstone underdrain will be open to the surface. The excavated area will be filled in with sandstone per bid item #16.1. This underdrain will be trapezoidal shaped in final completion. See the attached plans and/or specifications.

21. Reconstruct Ditch B2 below the seep underdrain area by cleaning to the cross sectional area shown in the attached specifications. Apply additional 2-1/2" limestone crusher run material to the existing regraded sediment conveyance Ditch B2 surface area after reconstruction. This crusher run application will be from the back of the pond #2 cat-tail area and continue to the seep construction area. Limestone will be applied loosely. Approximately seventy five (75) tons will be required. Existing rip-rap will also be inspected and repaired as needed to achieve a final 18" thickness prior to application of the crusher run. Cleaning, haulage, repair, application and tonnage will be inclusive to one bid item, #15.0.

22. Concurrent regrading and topsoiling shall be performed during elimination of approximately fifteen hundred (1,500) linear feet of diversion ditch B1 (above seep) and sludge cells C1-C5, as necessary, per bid item #20.0. All ditch and cell areas shall be graded to match the surrounding terrain, eliminating all ability to impound water or concentrate flow, and create a sheet flow across the regraded areas. Also includes clearing and grubbing all vegetative cover within the entire ditch and cell regrading work areas to bare ground. (see attached plans and/or specifications).

23. Fencing of the Site Two project area will be required. Approximately 6,000 LF of 4 strand, 12 gauge barbed wire fencing will be utilized with heavy duty metal T posts. Corners, braces and gate supports will be treated wood posts. T-posts, treated wood posts and metal cattle gates will be installed at the points designated in the attached plans and / or specifications. All fencing, posts, gates and installation will be inclusive to one bid item, #18.0.

24. All disturbed areas within the Site Two project area will be revegetated with seed, lime, fertilizer and mulch, per bid item #21.0, as detailed in the attached plans and / or specifications.

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WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

CERTIFICATION

BUFFALO COAL COMPANY
 PERMIT S-2006-86

I, Stephen R. Nestor, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor
 Registered Professional Engineer WV No. 10227

SEAL

Date: 6/2/11

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

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

WV-36a STATE OF WEST VIRGINIA
 REV. 5-26-09 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: BUFFALO COAL COMPANY PERMIT NUMBER: S-2006-86				
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	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>30,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>100.00</u>
3.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% total bid for this permit)	LUMP SUM	\$ <u>30,000.00</u>
4.0	LUMP SUM	<u>MAIN HAULROAD/MAINTAINENCE</u>	LUMP SUM	\$ <u>100.00</u>
5.0	<u>11,000</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE/HAYBALE DIKE</u> (Max. Bid \$5.00 per LF)	\$ <u>1.00</u> PER LF	\$ <u>11,000.00</u>
<u>SITE ONE</u>				
6.0	LUMP SUM	<u>PIPE EXCAVATION AND RISER</u>	LUMP SUM	\$ <u>10,000.00</u>
7.0	<u>125</u> TN	<u>EXISTING DITCH 'A' / CRUSHER RUN MATERIAL</u>	\$ <u>50.00</u> PER TON	\$ <u>6,250.00</u>
8.0	<u>230</u> LF	<u>CONSTRUCT NEW ACCESS ROAD 'A'</u>	\$ <u>32.00</u> PER LF	\$ <u>7,360.00</u>
9.0	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #1</u>	LUMP SUM	\$ <u>25,000.00</u>
9.1	<u>50</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>50.00</u> PER TON	\$ <u>2,500.00</u>
10.0	LUMP SUM	<u>POND #1 LINER INSTALLATION</u>	LUMP SUM	\$ <u>500.00</u>
11.0	<u>1300</u> LF	<u>SITE ONE FENCING</u>	\$ <u>5.00</u> PER LF	\$ <u>6,500.00</u>

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

WV-36a STATE OF WEST VIRGINIA
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 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.0	2.0 AC	<u>REGRAIDING AND TOPSOILING</u>	\$5,000.00 PER ACRE	\$10,000.00
13.0		REVEGETATION (SITE ONE)		
13.1	2.0 AC	<u>AGRICULTURAL LIME</u>	\$ 300.00 PER ACRE	\$ 600.00
13.2	2.0 AC	<u>FERTILIZER</u>	\$ 500.00 PER ACRE	\$ 1,000.00
13.3	2.0 AC	<u>MULCH</u>	\$ 500.00 PER ACRE	\$ 1,000.00
13.4	2.0 AC	<u>VEGETATIVE SPECIES</u>	\$ 500.00 PER ACRE	\$ 1,000.00
		<u>SITE TWO</u>		
14.0		ACCESS ROADS		
14.1	1,450 LF	<u>CONSTRUCT ACCESS ROAD B1</u>	\$ 32.00 PER LF	\$ 46,400.00
14.2	900 LF	<u>CONSTRUCT ACCESS ROAD B2</u>	\$ 75.00 PER LF	\$ 67,500.00
14.3	1,200 LF	<u>CONSTRUCT ACCESS ROAD B3</u>	\$ 24.00 PER LF	\$ 28,800.00
15.0	75 TN	<u>EXISTING DITCH 'B2' / CRUSHER RUN MATERIAL</u>	\$ 50.00 PER TON	\$ 3,750.00
16.0	LUMP SUM	<u>EXCAVATE EXISTING SEEP, INSTALL UNDERDRAIN #2</u>	LUMP SUM	\$30,000.00
16.1	1,100 TN	<u>STONE FOR UNDERDRAIN #2</u>	\$ 40.00 PER TON	\$ 44,000.00
17.0		<u>EXISTING SEDIMENT CONTROL STRUCTURE #2</u>		
17.1	LUMP SUM	<u>CLEAN OUT AND REPAIR EXISTING POND #2</u>	LUMP SUM	\$50,000.00

BREAKAWAY, INC.
 1075 Old Turnpike Road
 Sutton, WV 26601

Voice: 304-765-5317

WV-36a STATE OF WEST VIRGINIA
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 VENDOR:

BUYER CB-23	REQ. OR PO NO. DEP15497
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.2	LUMP SUM	<u>CONSTRUCT ALKALINE CELL IN POND #2</u> <u>(BARRIERS 1 AND 2)</u>	LUMP SUM	\$ <u>10,000.00</u>
17.3	<u>1.600</u> TN	<u>ALKALINE ADDITION TO POND 2 CELL</u>	\$ <u>40.00</u> PER TON	\$ <u>64,000.00</u>
17.4	LUMP SUM	<u>CONSTRUCT BARRIER 3</u>	LUMP SUM	\$ <u>100.00</u>
17.5	<u>150</u> TN	<u>OUTLET SPILLWAYS - CRUSHER RUN</u>	\$ <u>50.00</u> PER TON	\$ <u>7,500.00</u>
18.0	<u>6.000</u> LF	<u>SITE TWO FENCING</u>	\$ <u>5.00</u> PER LF	\$ <u>30,000.00</u>
19.0	<u>1.500</u> LF	<u>ELIMINATE DITCH 'B1'</u>	\$ <u>20.00</u> PER LF	\$ <u>30,000.00</u>
20.0	<u>10.0</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>2,500.00</u> PER ACRE	\$ <u>25,000.00</u>
21.0		REVEGETATION (SITE TWO)		
21.1	<u>11.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>300.00</u> PER ACRE	\$ <u>3,300.00</u>
21.2	<u>11.0</u> AC	<u>FERTILIZER</u>	\$ <u>500.00</u> PER ACRE	\$ <u>5,500.00</u>
21.3	<u>11.0</u> AC	<u>MULCH</u>	\$ <u>500.00</u> PER ACRE	\$ <u>5,500.00</u>
21.4	<u>11.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500.00</u> PER ACRE	\$ <u>5,500.00</u>
22.0	<u>2500</u> TN	<u>INCIDENTAL STONE</u>	\$ <u>20.00</u> PER TN	\$ <u>50,000.00</u>
		PERMIT TOTAL		\$ <u>164,760.00</u>

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 Percent of Amount Bid (\$ 5%) 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
The Mining Operation of Buffalo Coal Company, Grant County

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
6th day of October, 2011.

Principal Corporate Seal

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

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Douglas P. Taylor, 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

POWER NO. 4750172 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, JOINTLY OR SEVERALLY

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

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

and to bind any of the Companies hereby 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 cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 12th day of JANUARY A.D., 2010.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

State of Ohio
County of Medina ss.:

On this 12th day of JANUARY A.D., 2010, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. 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, 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 6th day of October A.D., 2011.



Frank A. Carrino
Frank A. Carrino, Secretary



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

STATE OF WV

COUNTY OF Braxton, TO-WIT:

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

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

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

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

Breakaway, Inc.
(Company Name)

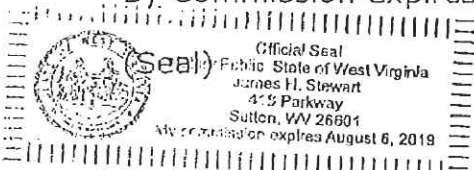
By: Tonya Vincent

Title: President

Date: 10/5/11

Taken, subscribed and sworn to before me this 5th day of October 2011

By Commission expires August 10, 2019



James H. Stewart
(Notary Public)

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

Rev March 2009

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: 10/5/11

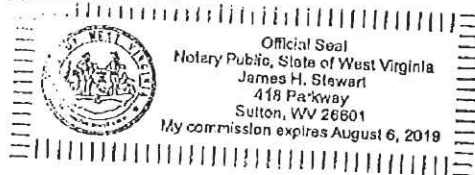
State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 5th day of October, 2011.

My Commission expires August 6, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]