

BREAKAWAY, INC.
1075 OLD TURNPIKE ROAD
SUTTON, WV 26601
VOICE: 304-765-5317
FAX: 304-765-5389

FAX COVER SHEET

TO: WV Purchasing Division - Chuck Bowman

FAX #: 304-558-3970

FROM: Doug Vincent

TOTAL PAGES (INCLUDING COVER SHEET) 22

REMARKS Sealed Bid: DEP13712
Bid Opening: 2/6/08 - 1:30 pm

RECEIVED
 2008 FEB - 6 F 1:11
 PURCHASING DIVISION
 STATE OF WV



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
 DEP13712

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

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TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

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| DATE PRINTED 12/12/2007 | TERMS OF SALE 02/06/2008 | SHIP VIA | FOB | FREIGHT TERMS |
| BID OPENING DATE: | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | LOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | \$997,950.00 |
| <p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR 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 LEVEL LAND MINING CORPORATION, NOW UNDER REVOKED PERMIT NUMBER(S) S-3031-90. THIS SITE CONSISTS OF APPROXIMATELY 15 ACRES AND IS LOCATED NEAR HICO, WV IN FAYETTE COUNTY.</p> <p>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.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 01/08/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE INTERSECTION OF U.S. ROUTE 19 AND ROUTE 60 AT HICO, TAKE U.S. ROUTE 60 WEST TOWARD ANSTED. TRAVEL APPROXIMATELY 0.9 MILE AND TURN RIGHT ON STRINGTOWN ROAD, COUNTY ROUTE 60/8. TRAVEL APPROXIMATELY 3.4 MILES AND TURN LEFT ON HAULROAD. TRAVEL APPROXIMATELY 0.4 MILE AND TURN RIGHT ONTO MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-765-5317 | DATE 2/6/08 |
| TITLE Vice President | FEIN 13-4279911 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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| <p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 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 HEREIN.</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 FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> | | | | | | |

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| <p>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.</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 - Breakaway, Inc. CONTRACTORS LICENSE NO. - WV037089</p> <p>THE SUCCESSFUL BIDDER IS 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, THIS CONTRACT IS AUTOMATI</p> | | | | | | |

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| <p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>L. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> | | | | | | |

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| 2. | | | | | | |
| THE DIRECTOR OF THE PURCHASING DIVISION 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. | | | | | | |
| B. 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 | | | | | | |

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| <p>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> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> | | | | | | |

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| THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (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. (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. (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. REV. 11/96 EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO | | | | | | |
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| <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> <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.: DEP13712</p> <p>BID OPENING DATE: 02/06/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-765-5389 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Doug Vincent</p> <p>-----</p> | | | | | | |

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | 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
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13712

PAGE
1

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

*510160447 304-765-5317
**BREAK AWAY 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 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/15/2008 | | | | |

BID OPENING DATE: **02/06/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|---|----------------|-----------------------------|
| | | | | ***** ADDENDUM NO. 1 ***** | | |
| | | | | ADDENDUM ISSUED FOR THE LEVEL LAND MINING PROJECT PER THE PRE-BID OF 01/08/08, TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THAT MEETING | | |
| | | | | BID DATE AND OPENING TIME REMAIN UNCHANGED AS 02/06/08 @ 1:30 PM. | | |
| | | | | ***** NO OTHER CHANGES ***** | | |
| 0001 | 1 | JB | | 962-73 | | |
| | | | | RECLAMATION: RESTORATION OF LAND | | |
| | | | | ***** THIS IS THE END OF RFQ | DEP13712 ***** | TOTAL: <u>\$ 997,950.00</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

| | | |
|-------|------|-----------------------------------|
| TITLE | FEIN | 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
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| DEP13712 |

| |
|------|
| 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

VENDOR

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 01/28/2008 | | | | |

BID OPENING DATE: 02/06/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| 0001 | 1 | JB | | 962-73 | | |
| ***** ADDENDUM NO. 2 ***** POND 1-A AS SHOWN ON PAGE 56 OF THE SPECIFICATIONS, SHOWS THE 'SOLID CONCRETE CUT-OFF TRENCH' WITH A DEPTH OF 30' (FEET). THE DEPTH SHOULD BE 30" (INCHES) PLEASE MAKE NOTE OF THIS CHANGE. BID DATE AND OPENING REMAIN 02/06/08 @ 1:30 PM. ***** NO OTHER CHANGES ***** | | | | | | |
| RECLAMATION: RESTORATION OF LAND | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SPENDING UNITWEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 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 Level Land Mining Corporation, Inc., Permit S-3031-90, and any disturbance associated with such operation. The General Performance Standards (GPS) 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 access roads shall be developed in accordance with bid item # 3.0. If fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign costs are a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until signs are constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 8.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling is required for all areas. Revegetation and soil improvements is required for all areas. 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 # 7.0)
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. The existing bridge on the haulroad/access road may need repaired so that equipment and materials can be moved to the work area. Cost of any bridge repairs are incidental to and included in the haulroad/access road bid item. The bridge shall be left in a usable condition upon demobilization from the project.
7. Remove any and all debris from site. Contractor must provide documentation of proper disposal.

Main Portal Area

8. Install eight (8) wet mine seals in main portal area. Each Wet Mine Area shall be connected to the Lateral Underdrain with the lowest Wet Mine Seal extended to drain into Ditch Number Two (2).
9. Construct approximately 450 feet of lateral underdrain. This lateral underdrain will connect the wet mine seals.
10. Eliminate approximately 770 ft of existing highwall in the main portal area. The access road shall be reconstructed over the backfilled main portal area, with all highwall being eliminated through all of the mined area.
11. Construct Ditch Number 2 approximate length 1,000 linear feet including a "drive thru crossing" with side slopes of one (1) vertical to five (5) horizontal and maintaining the design flow depth. This channel will run from the top of the highwall of the main portal area on west side to the inlet of Pond Number 2. NOTE: ALL DITCHES AND STREAM CHANNEL SHALL BE CONSTRUCTED OF LIMESTONE.
12. Construct Steam Channel Number 3, approximately 350 ft in length on east side of main portal area.
13. Upgrade Pond Number 1-A by constructing a grouted rip-rap spillway with a 12 inch HDPE pipe to measure water flow. Length of the spillway is approximately 120 feet. Existing water level shall be maintained after construction of spillway. Crest of the pond shall be raised if necessary to provide the required freeboard. (See details and specifications)

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

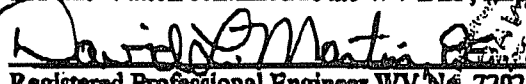
Area 1 (West End of Site)

14. Eliminate all highwall and highwall remnants, approximately 1160 linear feet in length. NOTE: Contractor shall NOT go above highwall for fill material.
15. Eliminate all sediment ditches by regarding to sheet flow drainage pattern. Costs of eliminating sediment ditches are incidental to and included in Regrading and Topsoiling Bid Item.

Area 2 (East of Area 1)

16. Eliminate all highwall and highwall remnants, approximately 550 ft of lower highwall and approximately 415 feet of upper highwall. NOTE: Contractor shall NOT go above highwall for fill material.
17. Water bar and sheet flow existing access road on back side of slope in Area Number 2, approximately 200 linear feet
18. Construct Ditch Number 1, a 1 ft "V" Ditch from Area 2 to connect with Stream Channel Number 3 approximately 2,500 linear feet in length, located on the north side of the haulroad/access road. The haulroad/access road shall have drive through water bars constructed to direct surface water to Ditch Number 1. Cost of water barring access road are incidental to and included in Ditch Number 1 bid item.
19. Revegetate approximately 15 acres.
20. Install 3,500 linear ft of haybale dike for sediment control during and after construction.

I David L. Martin, Sr., 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.


 Registered Professional Engineer WV No. 7202

Date: November 6, 2007

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, guarantee, either expressed or implied.

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

SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/ OFFICE OF SPECIAL RECLAMATION

IV-36
EV. 1/29/02
ENDOR:
STATE OF WEST VIRGINIA
Voice, 304-769-5317
PURCHASING CONTINUATION SHEET

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|----------------|---|---------------------------------|----------------------|
| BID SCHEDULE | | | | |
| PERMIT NAME: <u>Level Land Mining Corporation</u> | | | | |
| PERMIT NUMBER(S): <u>S-3031-90</u> | | | | |
| 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</u> (5% Total Bid Maximum for this permit) | LUMP SUM | \$ <u>45,000.00</u> |
| 2.0 | LUMP SUM | <u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit) | LUMP SUM | \$ <u>1,000.00</u> |
| 3.0 | LUMP SUM | <u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit) | LUMP SUM | \$ <u>10,000.00</u> |
| 4.0 | LUMP SUM | <u>BACKFILLING</u> | LUMP SUM | \$ <u>500,000.00</u> |
| 5.0 | LUMP SUM | <u>REGRADEING AND TOPSOILING</u> | LUMP SUM | \$ <u>30,000.00</u> |
| 6.0 | | <u>REVEGETATION</u> | | |
| 6.1 | LUMP SUM | <u>AGRICULTURAL LIME</u> | LUMP SUM | \$ <u>11,250.00</u> |
| 6.2 | LUMP SUM | <u>FERTILIZER</u> | LUMP SUM | \$ <u>6,000.00</u> |
| 6.3 | LUMP SUM | <u>MULCH</u> | LUMP SUM | \$ <u>6,000.00</u> |
| 6.4 | LUMP SUM | <u>VEGETATIVE SPECIES</u> | LUMP SUM | \$ <u>6,000.00</u> |
| 7.0 | LUMP SUM | <u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit) | LUMP SUM | \$ <u>10,000.00</u> |
| 8.0 | <u>3500</u> LF | <u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF) | \$ <u>5.00</u> PER LF | \$ <u>17,500.00</u> |
| 9.0 | <u>8</u> EA | <u>WET MINE SEAL</u> (Non-acid producing seams) | \$ <u>20,000.00</u> PER EACH | \$ <u>160,000.00</u> |

BREAKAWAY, INC.

1075 Old Turnpike Road

STATE OF WEST VIRGINIA

PURCHASING CONTRACT REGISTRATION SHEET

PENDING ONLY

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION

NV-36

REV. 1/29/02

VENDOR:

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|-------------|--|-------------|---------------------|
| 10.0 | LUMP SUM | <u>STRUCTURE AND/OR DEBRIS REMOVAL</u> | LUMP SUM | \$10,000.00 |
| 11.0 | NO BID ITEM | <u>UTILITIES</u> | NO BID ITEM | |
| 12.0 | LUMP SUM | <u>ROAD ABANDONMENT</u> | LUMP SUM | \$10,000.00 |
| 13.0 | LUMP SUM | <u>LATERAL UNDERDRAIN</u> | LUMP SUM | \$25,000.00 |
| <u>WATER QUALITY ABATEMENT</u> | | | | |
| 14.0 | | <u>RIP-RAP DITCH</u> | | |
| 14.1 | LUMP SUM | <u>DITCH NUMBER ONE (1)</u> | LUMP SUM | \$50,000.00 |
| 14.2 | LUMP SUM | <u>DITCH NUMBER TWO (2)</u> | LUMP SUM | \$60,000.00 |
| 14.3 | LUMP SUM | <u>STREAM CHANNEL NUMBER THREE (3)</u> | LUMP SUM | \$21,000.00 |
| 15.0 | LUMP SUM | <u>UPGRADE POND 1-A</u> | LUMP SUM | \$19,200.00 |
| TOTAL FOR PERMIT <u>S-3031-90</u> | | | | \$997,950.00 |

Entity OFF

Applicant| Violator System

22-Jul-2005 13:51:18

Entity ID / Name : 155055 (BREAKAWAY INC)
Related ID / Name :

Locked : Records retrieved : 7

| Rel Ent | Name | Desc | Begin date | End date | Source | Hold |
|---------|------------------|------|------------|------------|----------|------|
| 155056 | VINCENT, TONYA | SH | 05/10/2004 | | avsky036 | |
| 155056 | VINCENT, TONYA | PRS | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | SH | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | VP | 05/10/2004 | | avsky036 | |
| 155057 | VINCENT, DOJGLAS | SEC | 02/08/2005 | | avsky019 | |
| 155058 | VINCENT, DEREK | TRS | 02/08/2005 | | avsky019 | |
| 155058 | VINCENT, DEREK | SEC | 05/10/2004 | 02/08/2005 | avsky019 | |

ADD (F5) LOCK/UNLOCK (F7) REPORTS (F11)
SEARCH (F2) PRV_SCR (F3) QUIT (F4) ENTITY (F6) CHOICES (F10)

RFQ No. DEP 13712

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.

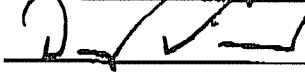
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §81-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Breakaway, Inc.

Authorized Signature: 

Date: 2/6/08

Agency Purchasing Division
REQ.P.O# DEP13712

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.
of 1075 Old Turnpike Road, Sutton, WV 26601, as Principal, and Ohio Farmers Insurance Company
of One Park Circle Drive Westfield Center, OH a corporation organized and existing under the laws of the State of Ohio
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 (5%) Five percent of amount \$bid 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
Level Land Mining
Fayette County, WV

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 February, 2008.

Principal Corporate Seal

Breakaway, Inc.
(Name of Principal)
By [Signature]
(Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
[Signature]
Kimberly L. Miles Attorney-in-Fact
Licensed WV Resident Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

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

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

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

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

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

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents 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 19th day of JUNE A.D., 2006 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr. (Signature)

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

State of Ohio County of Medina ss.:

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

Notarial Seal Affixed

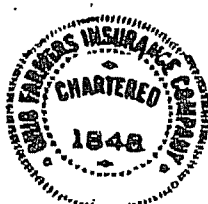


William J. Kahalin (Signature) William J. Kahalin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 February A.D., 2008



Frank A. Carrino (Signature) Frank A. Carrino, Secretary