

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

FAX COVER PAGE te of WV- Purchasing Division	
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Chuck Bownar	
304-558-3970 Date <u>7/29/</u> 0	<u> </u>
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WV PURCHASING DIVISION	<u> </u>
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304-765-5389 >>

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BID OPENING DATE:

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DATE PRINTED 06/04/2009

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

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. AD	DRESS CORRESPONDENC	E TO ATTENTION OF:
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304-558-2157

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

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

SUTTON WV 26601

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RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES

962-73

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 3.5-ACRE ABANDONED MINE PROJECT KNOWN A THE "CHAPMANVILLE (HENRY) PORTALS " PROJECT, LOCATED NEAR CHAPMANVILLE, WEST VIRGINIA, (LOGAN CO.).

A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON FAILURE TO ATTEND THE PREBID 07/01/09 @ 10:00 AM. CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.

DIRECTIONS TO PREBID:

TRAVEL SOUTH ON US ROUTE 119 (CORRIDOR G) TOWARDS BEFORE THE CHAPMANVILLE EXIT, TAKE THE RIDGEVIEW ESTATES EXIT TO THE LEFT. BARE LEFT AND GO TO THE END OF THE BLACKTOP ROAD. PROBLEM AREA IS BEHIND #14 FERRELL LANE HOME.

PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

BU 165-5317

ADDRESS CHANGES TO BE NOTED ABOVE

13-4279911

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

304-765-5389>>



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

Request for ____

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: ADDRESS CORRESPONDENCE TO ATTEMPON OF:

CHUCK BOWMAN 304-558-2157

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

SUTTON WV 26601

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304-765-5389>> Breakaway Inc



State of West Virginia

Department of Administration

Request for Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

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

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

304-926-0499

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304-765-5389>>



State of West Virginia
Department of Administration

Request 101
Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

26601 SUTTON WV

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304-765-5389>> Breakaway Inc



State of West Virginia Request 101
Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

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

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HUCK	C BO	MAN			

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

SUTTON WV 26601

OB/OF/A/2009 OB/OFFINEDORIE D. 17/29/2009 BID OPENING TIME 0.1:30PM OUNT DO		DATE PRINTED	· · · · · · · · · · · · · · · · · · ·	MS OF SALE	SHIP VIA	;;;;;;;; ;;;;;; ;;;;;;;;;;;;;;;;;;;;;;	FREIGHT TERMS
FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT THE DATE OF THE ACCEPTANCE OF MORK MANGE THE CONTRACT. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR MORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN MRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY MAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALLENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO! PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.							
FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING MITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON MRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, MITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) DBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO (B) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE. (5) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (6) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED DEPENDS AND CONDITIONS. [BEDRUMTONE]	-0						
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State of West Virginia Department of Administration Quotation **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

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

SHIP VIA C FREIGHT TERMS (1. 1.) DATE PRINTED 06/04/2009 BID OPENING DATE: BID OPENING TIME 01:30PM 07/29/2009 AMOUNT UNITRAICE OUANTITY UOP ITEM NUMBER UNE TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "CHAPMANVILLE (HENRY) PORTALS" PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 6 DRAWINGS AS PREPARED BY ESMER & ASSOCIATES, INC. PAYMENTS AND COMPLETION: (6) THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. | IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. APPLICATION FOR PARTIAL PAYMENT: (7) THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 1/2005 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS SEE REVERSE SIDE FOR TERMS AND CONDITIONS FELEPHONE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED TEAMS OF SALE SHIP VIA 06/04/2009 BID OPENING DATE: 07/29/2009 BID OPENING TIME 01:30PM AMOUNT QUANTITY UNIT PRICE UOF ITEM NUMBER : LINE EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT, "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 HEATIN 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. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, В. 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. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: THE COST FOR EACH CONTRACT ITEM USED DOES NOT SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ELEPHONE DATE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

304-765-5389>> Breakaway Inc



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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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

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

DATE PRINTED TERMS OF SALES SALES SHIP VIA WELL FREIGHT TERMS 06/04/2009 BID OPENING DATE: 07/29/2009 BID OPENING TIME 01:30PM LINE CAT QUANTITY UOP ITEM NUMBER ..... AMOÚNT # 144,775.00 *** THIS IS THE END OF REQ DEP14688 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

304-765-5389>>

Request	for
Quotati	

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304-558-2157

 PAGE.

P 16/23

PODDE

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

ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN

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

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499

TERMS OF SALE. SHIP VIA FREIGHT TERMS DATE PRINTED. F.O.B: 07/14/2009 BID OPENING DATE: 07/29/2009 BID OPENING TIME 01:30PM CAT. : UOP QUANTITY ITEM NUMBER UNIT PRICE . AMOUNT ADDENDUM ISSUED FOR THE CHAPMANVILLE (HENRY) PORTALS PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/01/09. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/29/09 AT 1:30 PM. **************** NO OTHER CHANGES ************ 962-73 0001 JB 1 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES \$144,775,00 THIS IS THE END OF REQ DEP14688 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE

304-765-5389>>

P 17/23

P14

### Chapmanville (Henry) Portals DEP14688

Contractor's Bid Sheet

Vendor's Name: Breakaway, Inc.

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appear to be unreasonable.

1.0 2.0 3.0 4.0 5.0 6.0 7.0 7.1	LS  LS  LS  LS  LS  LS  LS  LS  LS  LS	Mobilization, per lump sum  (not to exceed 10% per each bid)  Construction Layout, per lump sum  (not to exceed 5% per each bid)  Quality Control, per lump sum  (not to exceed 3% per each bid)  Site Preparation, per lump sum  (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot  Revegetation, per plan acre  2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot  5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot  Wet Mine Seal, per lump sum, per each  Mine Water Outlet Drain, per lump sum, per each  Soil Cover, per plan acre	LS  LS  A 5.00 B 2,000.00 S 150.00 B 5,000.00 B 5,000.00	\$ 12,500.00 \$ 12,500.00 \$ 12,500.00 \$ 175.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ 3 \$ 5
2.0 3.0 4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS  LS  LS  155.0 L.F.  3.5 AC.  805.0 L. F.  20.0 L. F.	(not to exceed 10% per each bid)  Construction Layout, per lump sum (not to exceed 5% per each bid)  Quality Control, per lump sum (not to exceed 3% per each bid)  Site Preparation, per lump sum (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	LS  LS  A 5.00 B 2,000.00 S 150.00 B 5,000.00 B 5,000.00	\$ 12,500.00 \$ 12,500.00 \$ 175.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
2.0 3.0 4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS  LS  LS  155.0 L.F.  3.5 AC.  805.0 L. F.  20.0 L. F.	(not to exceed 10% per each bid)  Construction Layout, per lump sum (not to exceed 5% per each bid)  Quality Control, per lump sum (not to exceed 3% per each bid)  Site Preparation, per lump sum (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	LS  LS  A 5.00 B 2,000.00 S 150.00 B 5,000.00 B 5,000.00	\$ 12,500.00 \$ 12,500.00 \$ 175.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
3.0 4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS  LS  155.0 L.F.  3.5 AC.  805.0 L. F.  20.0 L. F.	Construction Layout, per lump sum (not to exceed 5% per each bid) Quality Control, per lump sum (not to exceed 3% per each bid) Site Preparation, per lump sum (not to exceed 10% per each bid) Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	# 5,000.00 # 5,000.00 # 5,000.00	\$ 2,000.00 \$ 175.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 10,000.0 \$ 5,000.00 \$ 7,500.00 \$ 3 \$ 5
3.0 4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS  LS  155.0 L.F.  3.5 AC.  805.0 L. F.  20.0 L. F.	(not to exceed 5% per each bid)  Quality Control, per lump sum  (not to exceed 3% per each bid)  Site Preparation, per lump sum  (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot  Revegetation, per plan acre  2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot  5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot  Wet Mine Seal, per lump sum, per each  Mine Water Outlet Drain, per lump sum, per each	# 5.00 # 2.000.00 # 150.00 # 5,000.00	\$ 12,500.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$
4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS 155.0 L.F. 3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. /EA	Quality Control, per lump sum  (not to exceed 3% per each bid)  Site Preparation, per lump sum (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	# 5.00 # 2.000.00 # 150.00 # 5,000.00	\$ 12,500.00 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$
4.0 5.0 6.0 7.0 7.1 9.0 9.1	LS 155.0 L.F. 3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. /EA	(not to exceed 3% per each bid)  Site Preparation, per lump sum (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	\$ 5.00 \$ 2,000.00 \$ 150.00 \$ 150.00	\$ 175.60 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$
5.0 6.0 7.0 7.1 9,0 9.1	155.0 L.F. 3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	Site Preparation, per lump sum (not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	\$ 5.00 \$ 2,000.00 \$ 150.00 \$ 150.00	\$ 175.60 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$
5.0 6.0 7.0 7.1 9.0 9.1	155.0 L.F. 3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	(not to exceed 10% per each bid)  Sediment Control Barrier, per lineal foot Revegetation, per plan acre  2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	\$ 2,000.00 \$ 100.00 \$ 150.00 \$ 5,000.00	\$ 175.60 \$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$
6.0 7.0 7.1 9.0 9.1	3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	Sediment Control Barrier, per lineal foot Revegetation, per plan acre 2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	\$ 2,000.00 \$ 100.00 \$ 150.00 \$ 5,000.00	\$ 7,000.00 \$ 80,500.00 \$ 3,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
6.0 7.0 7.1 9.0 9.1	3.5 AC. 805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	Revegetation, per plan acre  2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot  5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot  Wet Mine Seal, per lump sum, per each  Mine Water Outlet Drain, per lump sum, per each	# 5,000.00 # 5,000.00	\$ 80,500.00 \$ 3,000.00 \$ 10,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
7.0 7.1 9.0 9.1	805.0 L. F. 20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	2' Vee Ditch, Grouted Rock Riprap Lined, per lineal foot 5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	# 150.00 #5,000.00 #5,000.00	\$ 3,000.00 \$ 10,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
7.1 9.0 9.1	20.0 L. F. 2.0 L.S. /EA 1.0 L.S. / EA	5' Flat Bottom Mine Outlet Ditch, Grouted Riprap Lined, per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	# 150.00 #5,000.00 #5,000.00	\$ 10,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
9.0 3	2.0 L.S. /EA 1.0 L.S. / EA	per lineal foot Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	#5,000.00 #5,000.00	\$ 10,000.00 \$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
9.1	1.0 L.S. / EA	Wet Mine Seal, per lump sum, per each Mine Water Outlet Drain, per lump sum, per each	\$ 5,000.00	\$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
9.1	1.0 L.S. / EA	Mine Water Outlet Drain, per lump sum, per each	\$ 5,000.00	\$ 5,000.00 \$ 7,500.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
		Soil Cover, per plan acre	5.7,500.00	\$ 7,500.00   \$   \$   \$   \$   \$   \$   \$   \$   \$   \$
12.0	1.0 %			\$   \$   \$   \$   \$   \$   \$   \$   \$   \$
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			Total	\$ 144,225
***************************************				

OMB #1029-0119 Expiration Date: Ol/31/2010

#### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information
Contractor Name: Brookoway, Inc. Tax Payer ID No.: 13-4279911  Address: 1075 Old Turopike Road  Zin Code: 74601 Phone: 304-765-5317
City: Sutton State: WV . Zip Code: 26601 Phone: 304-765-5317 Fax No.: 304-765-5389 E-mail address: tonyae vincent @ verizon. net
Part B: Legal Structure
Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Jonya Vincent, have the express authority to certify that:
(print name)  Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. If you select this option, you must attach an Entity OFT from AVS to this form.  Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.
Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
Date 7/29/09 Signature Jonya Thurst Title President
IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from <a href="https://www.avs.osmre.~ov">www.avs.osmre.~ov</a> on the Internet.

Agency	Purcha	sing l	Division	
REQ.P.	O# DEF	1466	30	

#### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned	d,Breakaway_Inc.
of Sutton WV	as Principal, and Ohio Farmers Insurance
Compan_of Westfield Center,Ohio, a corporation	on 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 Five Percent of Amount E	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 Prin	cipal 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
Stone Branch (Adkins) Landslide, Logan 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 hereto and shall furnish any other bonds and insurance required by the bid of	contract in accordance with the bid or proposal attached or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall b	e null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the exceed the penal amount of this obligation as herein stated.	e 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 the	at 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 Oblig	ee may accept such bid, and said Surety does hereby
waive notice of any such extension.	
IN WITNESS WHEREOF, Principal and Surety have hereunto set to	heir hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents	
30th day of July 2009	$\mathcal{O}$
Principal Corporate Seal	Breakaway, Ing
	(Name of Principal)
	By Jonya Incent
	(Must be President or
	Vice President)
	Presiden-t-
	(Title)
Surety Corporate Sepi	Ohio Farmers Insurance Company
·	(Name of Surety)
	By: Miles Andrews
	Kintuerly L. Miles. Licensed WV Resident Agent Aylorney-in-Fact

304-765-5389>>

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

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

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 inthe 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 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 sultable 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 fecsimile, 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 A.D., 2008 JUNE

Corporate Seals Affiyed

State of Ohio County of Medina

KIONAL W Treeston Manual Control

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 19th day of JUNE sworn, did depose and say, that he resides in Medina, Ohlo; 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

State of Ohlo County of Medina

55.5



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

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 30th day of A.D.,

2009 SURANC,

TIONAL W A White Harriston



Jan 2009



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

A CONTRACTOR OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY O	STATE OF WEST VIRGINIA,					
	county of <u>Braxton</u> , to-wit:					
	<u> </u>					
fine of the children to children to the children fine to the children fine to the children to	I, <u>longa Vincent</u> , after being first duly sworn, depose and state as follows:					
	1. I am an employee of <u>Breakaway</u> , Inc.; and, (Company Name)					
	2. I do hereby attest that <u>Breakaway, Inc.</u> (Company Name)					
	maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.					
•	The above statements are sworn to under the penalty of perjury.					
	Breakaway, Inc.					
	By: Company Name)					
	Title: President					
	Date:					
	Taken, subscribed and sworn to before me this 7th day of 1/2 2017					
	by commission by 15- JULS					
	NOTARY PUBLIC STATE OF WEST WASHA JEFFREY B. LILLY					
	GASSAWAY, WY SOCIAL MY CONTRIBADIO OPPINE DECENTION IA 2018 (NOTATE PUBLIC)					
•	THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALTETCATION OF					
	THE BID.					

#### STATE OF WEST VIRGINIA Purchasing Division

#### PURCHASING AFFIDAVIT

#### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bld submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashlon. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

#### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/ noticeConfidentiality.pdf.

Under penalty of law for false swearin affirms and acknowledges the informati Vendor's Name:	ion in this affidavit and	de §61-5-3), it is l is in compliance v	hereby certified that the very with the requirements as st	endor ated.
Authorized Signature:	Tincent	Date:	7/29/09	
Purchasing Affidavil (Revised 01/01/09)				



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

WV037089	Voice: 304-765-5317 FAX: 304-765-5389
FAX COV	ER PAGE
To State of WV -	Purchasing Division
Attention Chuck Box	umar
Fax Number <u>304-558-3970</u>	Date 7/29/09
From Jonya Vir	cent
Total Pages (Including this co	ver sheet) 3
RE: Please put corr	ed bid bond to follow
with the bid that	was previously faxed in.
RFQ# 14688	
Bid Opening: 7/	aq/09 🙀 🗒
Time: 1:30	
	<u> </u>
	9 5

Breakaway Inc 304-765-5389 >>

Agency Purchasing Division REQ.P.O#DEP14688

#### **BID BOND**

KNOW ALL ME	N BY THESE PRES	ENTS, That we, the undersig	ned,Breakaway, Inc.
of Sutton		<u>wv</u>	, as Principal, and Ohio Farmers Insurance
Compan of Westfield	Center , Ohio	, a corpora	ation organized and existing under the laws of the State of
Ohio with it	s principal office in th	e City of Westfield Center	as Surety, are held and firmly bound unto the State
of West Virginia, as Oblig	gee, in the penal sum	of Five Percent of Amoun	t Bid (\$ 5% ) for the payment of which,
well and truly to be made	e, we jointly and seve	rally bind ourselves, our heir	s, administrators, executors, successors and assigns.
The Condition o	of the above obligation	n is such that whereas the P	rincipal has submitted to the Purchasing Section of the
Department of Administr	ation a certain bid or	proposal, allached herelo ar	nd made a part hereof, to enter into a contract in writing for
Chapmanville (Henry)	Portais, Logan Co	ounty, WV	
			MMMM management and any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any or any
NOW THEREF	OR <b>E</b> ,		
(a) If said bid s	shall be rejected, or	t alum Pholomotoma o lumbo o fina o	a contract in properties with the hid accessed that
hereto and shall furnish	any other bonds and	Insurance regulred by the blo	o a contract in accordance with the bid or proposal attached dor proposal, and shall in all other respects perform the
agreement created by th	e acceptance of said	bid, then this obligation shall	I be null and void, otherwise this obligation shall remain in full
exceed the penal amoun	pressly understood ar It of this obligation as	nd agreed that the hability of herein stated.	the Surety for any and all claims hereunder shall, in no event,
	•		
The Surety, for	the value received, h	ereby stipulates and agrees	that the obligations of sald Surety and its bond shall be in no
way impaired or affected waive notice of any such		ne time within which the Ob	ligee may accept such bid, and said Surety does hereby
	•		it their hands and seals, and such of them as are corporations
have caused their corpor	rate seals to be affixe	d hereunto and these preser	nts to be signed by their proper officers, this
29th day of	July .	2009_,	
Principal Corporato Seal			Breakaway, Iric.
portrain the second second			(Name of Principal)
			By ONYA MICES
		/	(Must be President or Vice President),
			President
			(Title)
			Ohio Farmers Insurance Company
Surety Corporate Seal			(Name of Surety)
			Maker (N) Jules
			By:
			Licenzed W Regident Agent Athorney-In-Fact

304-765-5389>> P 3/3

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, Medine County, Ohio, do by these presents make, constitute and appoint and repoint and

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- - - - - - - - -

<u>LIMITATION:</u> 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 effected by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do inthe-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

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-ract to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any

power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000).

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

Corporate MARUEL Seals Affixed

State of Ohio County of Medina

SEAI Son A STANSANTAN

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 18th day of JUNE 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.

Ву:

Notaria: Seal Affixed

State of Ohio County of Medina

98.



William J. Kahelin, At/6rney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Onlo Revised Code)

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 29th day of

CONAL W Something the state of

