

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

General Contractor WV037089 Voice: 304-765-5317 FAX: 304-765-5389

FAX COVER PAGE
To State of WV - Purchasing Division D
Attention Chuck Bowman 2 5
Fax Number <u>304-558-3970</u> Date <u>$\gamma/aq/10$</u>
From Tonya Vincent
Total Pages (Including this cover sheet) 2/
RE:Sealed Bid Enclosed
RFQ Number: DEP 13018 CB-&3 Bid Opening Date: 7/89/16 Bld Opening Time: 1:30
Mail To:
WV PURCHASING DIVISION 2019 WASHINGTON ST E PO BOX 50130 CHARLESTON WV 25305-0130

BREAKAWAY

304-765-5389>>

Purchasing Division

2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

REC NUMBER

DEP13018

PAGE

P 2/21

State of West Virginia Department of Administration Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF THE

CHUCK BOWMAN <u>304-558-2157</u>

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

SUTTON WV 26601 ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

FREIGHTTERMS SHIP VIA HELDER CONTROL TO BE SEED BY SHIP SAME DATE PRINTED TO TERMS OF SALE 06/13/2010 BID OPENING DATE: 07/22/2010 BID OPENING TIME 01:30PM CAT: OUANTITY UOP LINE ITEM NUMBER UNITERICE AMOUNT JB 962-73 \$144,650.00 0001 1 RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, FOR THE 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 HAWK'S NEST MINING, NOW UNDER REVOKED PERMIT NUMBER(S)0-1-81, ON A SITE OF APPROX-IMATELY 2-ACRES LOCATED NEAR BELLE, WEST VIRGINIA, KANAWHA CO.D. PER THE FOLLOWING SPECIFICATIONS. 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 06/29/2010 @ 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 REPRESENT-ATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DIS-QUALIFICATION 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 YEAMS AND CONDITIONS SIGNATUR *745-5317* 10 TITLE L3- YQ 199// ADDRESS CHANGES TO BE NOTED ABOVE



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CHUCK BOWMAN	
304-558-2157	

304-765-5317 1075 OLD TURNPIKE ROAD

26601 SUTTON WV

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ADDRESS CHANGES TO BE NOTED ABOVE

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 06/13/2010 BID OPENING DATE: 07/22/2010 BID OPENING TIME 01:30PM CAT QUANTITY LINE UOP ITEM NUMBER AMOUNT UNIT PAICE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. | FAILURE TO SUB-MIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: 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. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. ! (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SEE AEVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE



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

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Request for p n Quotation

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State of West Virginia	
Department of Administr	ation
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26601 SUTTON WV

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

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CHUCK	BOWMAN
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ADDRESS CHANGES TO BE NOTED ABOVE

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BREAKAWAY INC

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CHUCK	BOWMAN			
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304-765-5389>> BREAKAWAY State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 60130 Charleston, WV 25305-0130

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

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

SUTTON WV 26601

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Purchasing Division 2019 Washington Street East

Post Office Box 50130 Charleston, WV 25305-0130

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CHUCK BOWMAN 304-558-2157

*510160447 304-765-5317 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

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

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

SUTTON WV 26601

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WEST VIRGINIA I		F ENVIRONMENTAL

WV-36a REV. 5-26-09 STATE OF WEST VIRGINIA

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 <u>Hawk's Nest Mining</u>, Permit <u>O-1-81</u>, 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 #1.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. A project sign from an earlier construction project is already in place. The posts can be used to erect the sign for this project.
- Concurrent and continuous reclamation shall be maintained for all areas throughout the life of the project. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
- 3. Construction stakeout as necessary to carry out work. (Not a separate Bid Item).
- 4. 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.
- 5. Prepare ponds number three (#3) and number five (#5) for installation of liners by clearing, grubbing and grading. Grades for bottom shall be surveyed and grade stakes installed by the Contractor. Bottoms of the ponds shall be sloped toward the sludge conveyance pump connections at 3% slope. Prepare pond number 7 (#7) for installation of liner by clearing and grubbing. Pond number seven (#7) does not need bottom graded. Prepare spillway from pond number three (#3) to pond number five (#5) by removing existing grouted rip-rap. Cost of clearing, grubbing, staking and grading are inclusive to preparing ponds and spillway. (See attached plans and/or specifications.)
- 6. Install liners in ponds number three (#3), number five (#5), and number seven (#7), and in spillway from pond number three (#3) to pond number five (#5), including addition of a four inch (4") sand layer beneath all pond and spillway liners. Install grout keys to prevent water from going under the grouted spillways and pond liners. Cost of liners, grout, sand and all excavation and installation will be inclusive to the cost of lining the ponds. (See attached plans and/or specifications).
- 7. Install three (3) floating baffle curtains in each of ponds number two (#2), number three (#3), number four (#4), and number five (#5). Install two (2) anchors (see attached details) on each curtain. The cost of the curtains, anchors and installation are inclusive to this item. (See attached plans and/or specifications)
- 8. Excavate check dam number one (#1) and reset/stabilize, including construction of grouted pad. Install two (2) twelve inch (12") stainless steel knife valves, enclosed in boxes of sufficient size for easy access and operation, in the conveyance lines just below the check dam. Cost of all excavation, installation, grouted pad, stainless steel knife valves and boxes, are inclusive to the cost of this item. (see attached specifications and/or plans).

BUYER REQ. OR PO NO.
CB-23 DEP 13018
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL

PROTECTION/SPECIAL RECLAMATION

P 15/21

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

9. Re-arrange stone in limestone channel #3 to accommodate a channel constructed of 24"corrugated plastic pipe, cut in half lengthwise. Pipe will be bedded in crusher run over the existing stone and will follow the elevation already established. Cost of the four (4) twenty-foot (20") sections of twenty four inch (24") plastic pipe, crusher run, grading, and installation are inclusive to this item. (See attached plans and/or specifications.)

10. Regrade all disturbed areas and top dress with seed, lime and fertilizer. The two additional trees identified in vegetative species specifications will be inclusive to the cost of vegetative species item.

I, Stephen Nestor the undersigned, hereby certify ' 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.

SEAL

Registered Professional Engineer WV No. 10227

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 304-765-5317 Voice,

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CB-23	DEP 13018
SPENDING UN	IT
WEST VIRGINIA D	PEPARTMENT OF ENVIRONMENTAL
PROTECTION/SPE	CIAL RECLAMATION

WV-36a

STATE OF WEST VIRGINIA CONTINUATION SHEET

REV. 5-26-09	PURCHASING CONTINUATION SHEET
VENDOR:	

BID SCHEDULE PERMIT NAME: Hawk's Nest Mining PERMIT NUMBER(S): Q-1-81 The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. LUMP SUM LUMP SUM SPILL CONTAINMENT AREA (S.C.A.) (\$1,000.00 Maximum Bid for this permit) LUMP SUM LUMP SUM REGRADING AND TOPSOILING LUMP SUM PREPARE PONDS #3, #5 AND #7 AND SPILLWAY FROM POND #3 TO POND #5 FOR LINERS POND LINER INSTALLATION POND #3 (Including Spillway from Pond #3 to Pond #6) POND LINER INSTALLATION POND #5 (Including grout key in spillway from Pond #6 to Pond #6) POND LINER INSTALLATION POND #7 (Including grout keys in spillway from Pond #6 to Pond #7 and spillway from Pond #7 to natural stream) BAFFLE CURTAIN INSTALLATION, POND #3 2,500.00 3 EACH BAFFLE CURTAIN INSTALLATION, POND #4 BAFFLE CURTAIN INSTALLATION, POND #4 S2,500.00 5,7,500.00 5,7,500.00 7,	EM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. LUMP SUM MOBILIZATION/DEMOBILIZATION/PROJECT SIGN (LUMP SUM (5% Total Bid Maximum for this permit) LUMP SUM (5% Total Bid Maximum For this permit) LUMP SUM (\$31,000.00 Maximum Bid for this permit) LUMP SUM (\$31,000.00 Maximum Bid for this permit) LUMP SUM REGRADING AND TOPSOILING LUMP SUM PROM POND #3 TO POND #5 FOR LINERS LUMP SUM FROM POND #3 TO POND #3 to Pond #3 [Including Spillway from Pond #3 to Pond #5) LUMP SUM S 15.00 (5 1.50 (1.					
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S 2,500.00 s 7,5	10.0	3 EACH	BAFFLE CURTAIN INSTALLATION, POND #4	per EACH	:
PAL DIAGO.	11.0	3 EACH	BAFFLE CURTAIN INSTALLATION, POND #5	\$ 2,500 per EACH	5 7,500

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

BUYER CB-23	REQ. OR PO NO DEP 13018	6		
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION				

WV-36a REV, 5-26-09 STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

EV, 5-2 ENDOI		HASING CONTINUATION SILEST	and the second s	
12.0	110 LF	CONVEYANCE CHANNEL #3 INSTALLATION	\$ 25.00 per LF	\$ 2,750.00
13.0	LUMP SUM	EXCAVATE/STABILIZE CHECK DAM #1 AND INSTALL STAINLESS STEEL KNIFE VALVES/BOXES	LUMP SUM	\$ 2,500.00
14.0		REVEGETATION		
14.1	3 TONS	AGRICULTURAL LIME	\$ 100.00 per TON	\$ 300.00
4.2	1 ACRE	FERTILIZER	\$ 500.00 per ACRE	\$ 500.00
4.3	1 ACRE	MULCH	\$ 500 00 per ACRE	\$500.00
14.4	1 ACRE	VEGETATIVE SPECIES	\$ 500.00 per ACRE	\$ 300.00 \$ 500.00 \$ 500.00
•				
		PERMIT TOTAL		s <i>[44,65</i> 0

Agency	West Virgini	a Purchasi	ng Divison
	O#DEP		

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 Ohlo Farmers Insurance Company
or One Park Circle Westfield Center, OH 44251, a	corporation organized and existing under the laws of the State of
Ohlo with its principal office in the City of Westfie	eld Center as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5	5%) 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 where	as the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached t	nereto and made a part hereof, to enter into a contract in writing for
The Mining Operation of Hawk's Nest Mining, Kanawha (
The Withing Operation of Flowing	
NOW THEREFORE,	
	enter into a contract in accordance with the bid or proposal attached by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligations and affect. It is expressly understood and agreed that the life in the said bid.	nion shall be null and void, otherwise this obligation shall remain in full ability 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 way impaired or affected by any extension of the time within which waive notice of any such extension.	d agrees that the obligations of said Surety and its bond shall be in no th the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have he	reunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and the	se presents to be signed by their proper officers, this
22nd day of July 2010	٧٦
Principal Corporate Seal	Breakaway, Inc. (Name of Brincipal)
	In 10 Times of
	Must be President or
•• · · · · · · · · · · · · · · · · · ·	Vice President)
•	President
	(Title)
Surely Corporate Seal	Ohio Farmers Insurance Company
Suigry Corporate Com-	(Name of Surely)
	()
	By Dinet thece
	Donna J. Pribe Attorney-in-Fact
	Licensed West Virginia Resident Agent

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.

304-765-5389>> BREAKAWAY 2010-07-29 12:20 THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/12/10, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

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, GARY R. FREEMAN, JOINTLY OR SEVERALLY

and State of WVits 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-

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

and to pind any of the Companies thereby as fully and to the same extent as it such boilds were signed by the Fresheim, 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 said to represent and authority to appoint any one or more suitable persons so Attorney(s)-in-Fact to represent and act for

"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 Purther 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 hearing facsimile signatures or facsimile.

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 A.D., 2010 . JANUARY

Corporate Seals Affixed

State of Ohio County of Medina Anna Maria

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву Richard L. Kinnaird, Jr., Senior Executive

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 instrument of the Postroic of the Companies; and that he should be passed by like order. by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Sasi Affixed

State of Ohlo County of Medina

SS.



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio 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 corract 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 22nd day of July A.D., 2010



"YONVI W Trapestellistellistelle.





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

STATE OF WV
COUNTY OF Braxton To-WIT:
I, $\frac{1}{1}$ onum $\frac{1}{1}$ onum, after being first duly sworn, depose and state as follows:
1. I am an employee of <u>Breakaway Inc.</u> ; and, (Company Name)
2. I do hereby attest that <u>Breakaway</u> , 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.
Breakquay, Inc.
By: Junya Tingat
Title: Pasiden+
Date: 7/29/10
Taken, subscribed and sworn to before me this 294day of July 2010.
By Commission expires August 6, 2019
Official Seel (Despriviple, State of West Virginia demee H. Steward 418 Perkway Annual H. Steward Annua
Sulton, WV 28801 My commission expires August 6, 2019 {
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

REQ No. DEP 13018 53

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.

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its DEFINITIONS: 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 exceed 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 compllance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: Dreuhakuru Inc. Date: 1/29/10	-
Authorized Signature: Jonya / next Date: 11001110	-
State of WV	
County of, to-wit:	
Taken, subscribed, and sworn to before me this 29Hday of	
My Commission expires August 6, 2019.	
NOTABY BUBLIC James Nothernat	
AFFIX SEAL HERE	
\cdot , \cdot	

