



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

Solicitation

NUMBER
DNRB13202

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Breckenridge Corporation
 P.O. Box 247
 1 Brickyard Road
 Buckhannon, WV 26201

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
03/26/2013

BID OPENING DATE:

05/09/2013

BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	QAT No	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
GENERAL CONSTRUCTION / SNOW MAKING PROJECT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES'S, PARKS AND RECREATION IS SOLICITING BIDS TO CONSTRUCT A SNOW MAKING SYSTEM AT THE BLACKWATER FALLS STATE PARK, SLED RUN IMPROVEMENT PROJECT, PER THE SPECIFICATIONS AS DEVELOPED BY CHAPMAN TECHNICAL GROUP.						
PROJECT MANUAL AND PLANS MAY BE OBTAINED FROM THE ENGINEERING FIRM OF:						
CHAPMAN TECHNICAL GROUP 200 SIXTH AVENUE ST. ALBANS, WV. 26177 304.727.5501 (PHONE)						
* NON-REFUNDABLE DEPOSIT OF \$100.00, PLUS SHIPPING AND HANDLING FOR SETS THAT ARE MAILED. *						
05/09/13 01:00:31 PM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
	304-472-3350	05/09/2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0493696	

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



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 Department of Administration
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DATE PRINTED:
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BID OPENING DATE: 05/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNRB13202 ***** TOTAL: _____						

SIGNATURE <i>Jay Sheth</i>	TELEPHONE 304-472-3350	DATE 05/09/2013
TITLE Vice President	FEIN 55-0493696	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

--

A MANDATORY PRE-BID meeting will be held at the following place and time:

<p>April 09, 2013 at 11:00 A.M. EST</p> <p>Blackwater Falls State Park Lodge Davis, West Virginia</p>

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

April 19, 2013 at 2 PM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: ~~Breckenridge Corporation~~ Guy Nisbet
 SOLICITATION NO.: DNR B13202
 BID OPENING DATE: 05/09/2013
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-472-8506

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 09, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ninety (90) days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

one hundred (\$100.00) per day	for	each day completion is delayed beyond the original
ninety (90) days allowed.		

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- 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.
- 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 or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director 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.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Breckenridge Corporation

Contractor's License No. WV001651

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work

 - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

 - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**Blackwater Falls State Park Sled Run
Contract 2 - Snow Making Improvements
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL

Name of Bidder:

Breckenridge Corporation

Address of Bidder:

P.O. Box 247
1 Brickyard Road
Buckhannon, WV 26201

Phone Number of
Bidder:

304-472-3350

WV Contractors License
No.

WV001651

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of the installation of a new snow making system, a pump building, construction of the pond expansion, lighting, and two (2) snow guns, and all other incidental construction. Two (2) additional snow guns shall be included in Additive Alternate No. 1.

Unit Prices provided in this bid shall be used solely for the basis of negotiation for any Change Order request that may become necessary subsequent to the award of the Contract. The work described in the unit prices does not reflect the entirety of the necessary work to complete the project. The sum of these unit prices will not equal the Base Bid and are not considered in determining award of the Contract. Award of the Contract shall be made to the lowest qualified Bidder whose proposal conforms to the cited requirements based on the Base Bid or the lowest combination of the Base Bid and Alternate Bid Items, as selected by the Owner.

**Blackwater Falls State Park Sled Run
Contract 2 - Snow Making Improvements
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL

Unit prices are provided for portions of the work as listed below:

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

<u>QTY. UNIT</u>	<u>DESCRIPTION</u> <u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u> <u>IN FIGURES</u>	<u>TOTAL PRICE</u> <u>IN FIGURES</u>
12,500 C.Y.	Pond Excavation <u>Five</u> Dollars and <u>zero</u> Cents	\$ <u>5.⁰⁰</u>	\$ <u>62,500.⁰⁰</u>
2,500 C.Y.	Pond Fill <u>Seven</u> Dollars and <u>zero</u> Cents	\$ <u>7.⁰⁰</u>	\$ <u>17,500.⁰⁰</u>
7,100 C.Y.	Rock Fill <u>Thirty Five</u> Dollars and <u>zero</u> Cents	\$ <u>35.⁰⁰</u>	\$ <u>248,500.⁰⁰</u>

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 1,310,000.⁰⁰

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Million, Three hundred ten thousand dollars and zero cents.

Additive Alternates

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

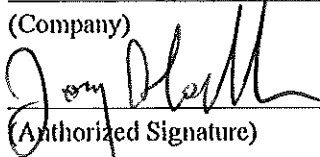
No.	Description	Amount in Words	Amount in Figures
1	Two (2) snow guns.	<u>Fifty Thousand Dollars</u> <u>and zero cents</u>	<u>50,000.⁰⁰</u>

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Breckridge Corporation
(Company)


(Authorized Signature)

Tony D. Casella, Vice President
(Representative Name, Title)

304-472-3350 304-472-8506
(Phone Number) (Fax Number)

05/09/2013
(Date)

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Agency WV DNR
REQ.P.O# 13202

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breckenridge Corporation
of PO Box 247 Buckhannon WV 26201, as Principal, and Fidelity & Deposit Company of
Maryland of PO Box 1229 Baltimore MD 21203, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent Accompanying Bid (\$.....5%.....) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
WV Division of Natural Resources, Blackwater Falls State Park, Cont #2 Sled Run Snow Making
Improvements Project, Davis, Tucker County, West Virginia

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of May, 2013.

Principal Corporate Seal

Breckenridge Corporation
(Name of Principal)
By: Joy D. Casella
(Must be President or
Vice President)
Tony D. Casella
Vice President
(Title)

Surety Corporate Seal

Fidelity & Deposit Company of Maryland
(Name of Surety)
Denise Deem
Attorney-in-Fact
(Denise Deem)

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.

COUNTERSIGNED

By: Linda Mzannei
WV Licensed Agent

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Kenneth J. JUSKOWICK, Ann VOZNIAK, L. Randall COBER, Dolores Jane MARTIN, Linda ZANNIER, Denise DEEM and Allison L. HENNESSEY, all of Morgantown, West Virginia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Kenneth J. JUSKOWICK, Ann VOZNIAK, L. Randall COBER, Dolores Jane MARTIN, Bette L. HAUGHT, Linda ZANNIER, Denise DEEM, Randy TALERICO, Allison L. HENNESSEY, dated April 4, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

By:

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 11th day of August, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011



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

STATE OF West Virginia

COUNTY OF Upshur, TO-WIT:

I, Tony D. Casella, VP, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Breckenridge Corporation; and,
2. I do hereby attest that Breckenridge Corporation

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.

Breckenridge Corporation
By: [Signature]
Title: Tony D. Casella, Vice President
Date: 05/09/2013

Witnessed, subscribed and sworn to before me this 9th day of May, 2013.
My Commission expires April 11, 2021

[Signature]
Carey A. Wagner (Notary Public)

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

Seal)
OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Carey A. Wagner
Route 4, Box 594
Buckhannon, WV 26201
My Commission Expires April 11, 2021

RFQ No. DNRB13202

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Breckenridge Corporation

Authorized Signature: *Jay D. [Signature]* Date: 05/09/2013

State of West Virginia

County of Upshur, to-wit:

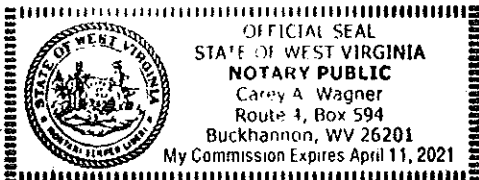
Taken, subscribed, and sworn to before me this 9th day of May, 2013.

My Commission expires April 11, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Carey A. Wagner
Carey A. Wagner
Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRB13202

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

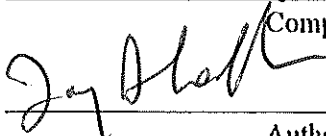
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Breckenridge Corporation

Company



Tony D. Casella, VP Authorized Signature

05/09/2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001651

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
PIPING
PLUMBING
SPECIALTY
CONCRETE
MASONRY
ROOFING

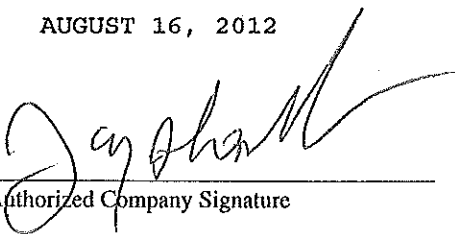
BRECKENRIDGE CORPORATION
DBA BRECKENRIDGE CORPORATION
PO BOX 247
BUCKHANNON, WV 26201-0247


Date Issued

AUGUST 16, 2012

Expiration Date

AUGUST 16, 2013


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

BRECKENRIDGE
CORPORATION

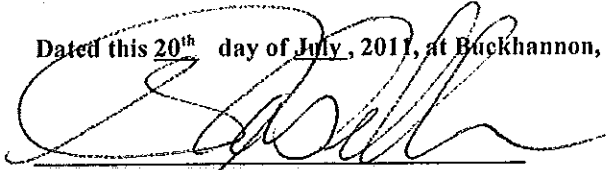
GENERAL CONTRACTORS

CALL AND WAIVER OF NOTICE
OF
SPECIAL MEETING OF STOCKHOLDERS

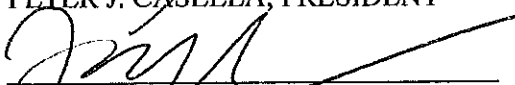
We, the undersigned, being all the stockholders of Breckenridge Corporation, do hereby call a Special Meeting of the Stockholders thereof, held in the corporate office in Buckhannon, West Virginia, on the 20th day of July, 2011, for the purpose of a motion made to authorize Tony D. Casella to sign documents as Vice President.

“Be it resolved, that Tony D. Casella, Vice President, has the authority to execute any and all documents, bid forms, or contracts on behalf of the Corporation.

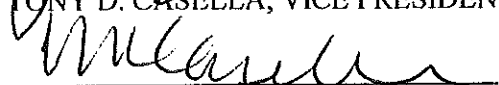
Dated this 20th day of July, 2011, at Buckhannon, Upshur County, West Virginia.



PETER J. CASELLA, PRESIDENT



TONY D. CASELLA, VICE PRESIDENT



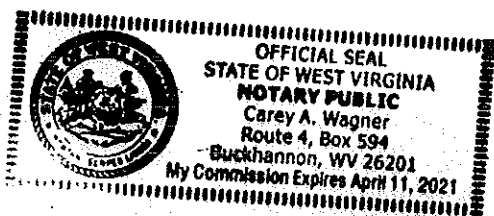
CHRISTOPHER M. CASELLA, CORP. SECRETARY

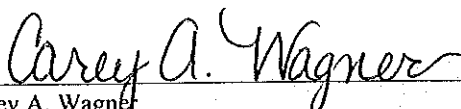
ACKNOWLEDGMENT, MUST BE NOTARIZED

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR

I, Carey A. Wagner, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter J. Casella, President, Tony D. Casella, Vice President, and Christopher M. Casella, Corporate Secretary, who signed to the writing above, bearing date the 20th day of July, 2011, for Breckenridge Corporation has this day acknowledged the said writing to be the set and deed of said corporation.

Given under my hand this 20th day of July, 2011.
My commission expires April 11, 2021.




Carey A. Wagner
Notary Public



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

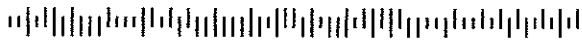
Solicitation

NUMBER
DNRB13202

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-8802

VENDOR



Breckenridge Corporation
 Attn: Carey Wagner
 PO Box 247
 Buckhannon, WV 26201-0247

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
04/16/2013

BID OPENING DATE: 05/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
THE ADDENDUM FOR THE BLACKWATER FALLS STATE PARK; SLED RUN SNOW MAKING IMPROVEMENTS PROJECT, ISSUED TO DISTRIBUTE THE FOLLOWING ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
0001	1	LS		968-42		
GENERAL CONSTRUCTION / SNOW MAKING PROJECT						
***** THIS IS THE END OF RFQ DNRB13202 ***** TOTAL: _____						

SIGNATURE 	TELEPHONE 304-472-3350	DATE 05/09/2013
TITLE Vice President	FEIN 55-0493696	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNRB13202
 Addendum Number: No.1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

The addendum for the Blackwater Falls State Park; Sled Run Snow making Improvements issued to distribute the following information to the vendor community.

1. Pre-Bid meeting Sign In Sheet
2. Pre-Bid meeting notes.
3. Vendor Questions and Agency responses.
4. Chapman Technical Clarifications.
5. Time of Completion of project extended to one hundred and eighty (180) days.
6. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A



**Blackwater Falls State Park
Sled Run Improvements Project
Snow Making Project
Requisition DNRB13202
Addendum No. 1**

1. Pre-Bid Conference Attendees Sign-in Sheet is attached.
2. Pre-Bid Conference Meeting Notes are attached.
3. Bidder Questions and Answers are attached.
4. The site is covered by the WV/NPDES General Water Pollution Control Permit No. WV 0115924. The site registration ID is WVR105916. Copies of the WV/NPDES General Water Pollution Control Permit are available from the West Virginia Department of Environmental Protection.
5. The Time of Completion shall be changed to 180 calendar days.
6. Technical Clarifications are attached and shall be incorporated into the Bidding/Contract Documents.
7. Bidders should indicate receipt of this addendum in the space provided on the Request for Quotation.

Issued by Chapman Technical Group



Joseph E. Bird, ASLA

200 Sixth Avenue
St. Albans, WV 25177
304.727.5501
FAX 304.727.5580

Buckhannon, WV
Martinsburg, WV

www.ctaptech.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNKB13202 Date April 9, 2013 Park BLACKWATER FALLS STATE PARK

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: <u>G.A. Brown & Son, Inc.</u> Firm Address: <u>415 Mills St. Fairmont</u> <u>W.Va. 26554</u> Representative Attending: <u>PAUL YEARSLEY</u> Phone Number: <u>304-363-4500</u> Fax Number: <u>304 366-9456</u> Email Address: <u>JBROWN@GABROWN.COM</u>	Firm Name: <u>CHERRY RIVER CONSTRUCTION</u> Firm Address: <u>561 POCA RIVER ROAD</u> <u>POCA, WV 25159</u> Representative Attending: <u>TIM DeBARR</u> Phone Number: <u>304-751-6815</u> Fax Number: <u>304-205-0832</u> Email Address: <u>BHINKLE2434@AOL.COM</u>
Firm Name: <u>Bear Contracting LLC</u> Firm Address: <u>PO 1196</u> <u>Bridgeport WV 26330</u> Representative Attending: <u>Alan T. Shone</u> Phone Number: <u>304-326-0160</u> Fax Number: <u>304-326-0054</u> Email Address: <u>ashone@bear-contracting.com</u>	Firm Name: _____ Firm Address: _____ Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____
Firm Name: <u>ORDERS CONSTRUCTION CO., INC.</u> Firm Address: <u>P.O. BOX 1448</u> <u>ST. ALBANS, WV 25177</u> Representative Attending: <u>JOHN H. PERSUN, JR.</u> Phone Number: <u>(304) 722-4237</u> Fax Number: <u>(304) 201-2405</u> Email Address: <u>JohnP@OrdersConstruction.com</u>	Firm Name: _____ Firm Address: _____ Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR 5/3202 Date April 9, 2013 Park BLACKWATER FALLS - SLED RUN CONJ. T.

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>TRIPLY H COATS</u> <u>Howard Harper</u></p> <p>Firm Address: <u>PO BOX 120</u> <u>Berensville WV</u> <u>26253</u></p> <p>Representative Attending: <u>Howard Harper</u></p> <p>Phone Number: <u>304 636 1194</u></p> <p>Fax Number: <u>304 636 4272</u></p> <p>Email Address: <u>oharper@triplhy.com</u></p>	<p>Firm Name: <u>GREEN MOUNTAIN COMPANY</u></p> <p>Firm Address: <u>511 50th ST</u> <u>Charleston WV 25304</u></p> <p>Representative Attending: <u>David H. Bowman</u></p> <p>Phone Number: <u>304-925-0253</u></p> <p>Fax Number: <u>304-925-9230</u></p> <p>Email Address: <u>DHB722@ghco.com</u></p>
<p>Firm Name: <u>Capitol Valley Contracting</u></p> <p>Firm Address: <u>67 Renee Drive</u> <u>Elkview, WV 25071</u></p> <p>Representative Attending: <u>Kickey L. Farmer</u></p> <p>Phone Number: <u>(304) 437-4505</u></p> <p>Fax Number: <u>(304) 965-2223</u></p> <p>Email Address: <u>Mickey@Capitol-Valley.com</u></p>	<p>Firm Name: <u>JF ALLEN CO</u></p> <p>Firm Address: <u>PO BOX 2049</u> <u>Buckhannon WV 26201</u></p> <p>Representative Attending: <u>JAMES ALLEN</u></p> <p>Phone Number: <u>304 472 8890</u></p> <p>Fax Number: <u>304 472 8897</u></p> <p>Email Address: <u>JAMES.ALLEN@JFALLENCO.COM</u></p>
<p>Firm Name: <u>Green River Group LLC</u></p> <p>Firm Address: <u>PO Box 18039</u> <u>Morgantown WV 26507</u></p> <p>Representative Attending: <u>Jerome Sidelbottom</u></p> <p>Phone Number: <u>(304) 594-3991</u></p> <p>Fax Number: <u>(304) 594-3992</u></p> <p>Email Address: <u>jsidelbottom@greenrivergroup.com</u></p>	<p>Firm Name: <u>Breckenridge Corporation</u></p> <p>Firm Address: <u>PO Box 247</u> <u>Buckhannon, WV 26201</u></p> <p>Representative Attending: <u>Carey Wagner</u></p> <p>Phone Number: <u>304-472-3350</u></p> <p>Fax Number: <u>304-472-8506</u></p> <p>Email Address: <u>Carey@breckenridgecorp.com</u></p>

**Blackwater Falls State Park
Sled Run Improvements Project
Snow Making System
Requisition DNR B13202**

**Pre-Bid Conference Meeting Notes
April 9, 2013**

1. Joe Bird made introductions which included Debbie Demyan, WVDNR, Rob Gilligan, Blackwater Falls State Park Superintendent, Mike Johnson, Chapman Technical Group Project Engineer, and then gave a brief overview of the project.
2. Joe Bird reminded attendees that the pre-bid meeting was mandatory and to make sure they sign in on the designated sign-in sheets.

All questions regarding the project will go to Guy Nisbet via fax at 304-558-3970.

3. Joe Bird reviewed the bidding process and emphasized the following points:
 - a. Mandatory pre-bid, must sign in.
 - b. Must be registered contractor with the State.
 - c. Must use bid form from the State.
 - d. Contact State Purchasing for any questions about how to bid. (558-2316)
 - e. Prevailing wage job.
 - f. Time of completion will be changed to 180 days.
 - g. All questions subsequent to the pre-bid conference must be submitted to Guy Nisbet, Purchasing Division. Last day for questions to be submitted is April 19.
 - h. Addenda
 1. Any statement made by anybody that materially alters the work described in the plans and specifications is invalid unless documented by addendum.
 2. Questions and answers today will be in addendum.
 3. Addendum should be acknowledged on the form in the RFQ.
 - i. Contractor should review RFQ and follow all bonding and insurance requirements
 - j. Reviewed bid form, alternates and unit prices.
3. Review of project details.
 - a. Basic project elements include expanding the existing pond, installing new pumps and pump house, water transmission lines and snow guns.
 - b. Coordination with well contractor will be required. Well contractor may not be able to his work until September, due to restrictions on cutting trees at the well site.
4. Work restrictions
 - a. Work can start no earlier than 8:00 am.
 - b. Contractor is responsible for site safety and security and must take whatever measures he deems necessary to provide a safe a secure work site.
5. Bidder questions and answers provided are attached.
6. Bidders were then led on a tour of project site.

**Blackwater Falls State Park
Sled Run Improvements Project
Requisition DNRB13202
Bidder Questions and Answers**

1. How will unit prices be measured?

Answer: The Contractor will be responsible for pre- and post-work quantity surveys. Refer to specifications for details.

2. How will the unit prices be used in determining the low bidder?

Answer: The unit prices will not be considered in determining the low bidder. The Bidder's lump sum bid shall include all of the work of the Base Bid. The unit prices will be used to determine Contractor costs if there is a significant difference in the quantities anticipated to complete the work and the actual quantities required.

Note: If final quantities are significantly different than bid quantities, Owner may also ask for a credit based on the unit prices.

3. Are waste areas available on site and, if so, what is the distance to each of these from Sled Run?

Answer: A waste area will be provided on Park property as directed by the Park Superintendent.

4. What should the cushion layer for the pond liner be, aggregate or soil?

Answer: The cushion layer can be either aggregate or soil, subject to approval by the Engineer.

Note: Further clarification to this question will be provided by addendum.

5. Is the 25-year warranty requirement for the liner accurate?

Answer: Yes. The liner manufacturer should be able to furnish a 25-year warranty. The Contractor will be responsible for the standard one-year warranty on all work. After the first year, the Owner would look to the liner manufacturer for warranty issues related to the liner.

6. If more rock is encountered than anticipated, could the pond be constructed shallower or will rock excavation be required?

Answer: The pond must be constructed to the plan elevations, even if rock excavation is required.

7. What are the excavation tolerances?

Answer: Excavation tolerances are indicated in Specification Section 02220, Paragraph 3.8.4.

8. How will work be measured for payment?

Answer: The Contractor shall submit a schedule of values for items of work and the Contractor will be paid as a percentage complete for each line item.

9. To whom will material submittals be submitted?

Answer: Submittals will be submitted to Chapman Technical Group.

10. How will the pond be dewatered?

Answer: The Owner will attempt to dewater most of the pond, but it will be the Contractor's responsibility to dewater the pond as required. See technical clarifications for more detail.

- end of questions and answers -



WEST VIRGINIA DIVISION OF NATURAL RESOURCES
BLACKWATER FALLS STATE PARK
SLED RUN SNOW MAKING IMPROVEMENTS
TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 2

April 15, 2013

TECHNICAL CLARIFICATIONS

A. DETAIL SPECIFICATIONS

1. Edit specification section 02200, 3.19.C as follows:

Soil and rock waste materials may be disposed of on the Owner's property. The engineer will provide a map showing the general location of the designated waste area. The contractor shall install and maintain erosion and sediment control measures at all borrow and waste sites.

B. DRAWINGS

1. Sheet D2, Typical Pond Section detail:

Revise note No. 2 to read as follows:

Fill surface voids/irregularities of rock fill with Bedding Course stone material or Pond/Embankment Fill Materials, as defined in specification section 02200, paragraph 2.1, prior to placement of geotextile and pond liner. Compact material in place to provide smooth surface free of sharp edges.

2. Sheet C2:

Add the following as note 9:

The contractor shall install a 2" electrical conduit from the pump house to the well site with pull boxes each 100 LF. Provide a pull cord in the conduit. Conductors will be installed by the Contract No. 3 contractor.

3. Sheet C3, Composite Utility Pole Installation detail:

Remove the word "composite" from the note reading "composite round wooden utility pole" The utility poles are to be wooden, not composite.

4. Sheet C2:

Revise Note No. 4 to read as follows:

The Contractor shall be responsible for all dewatering of the existing pond. Utilize dewatering/silt bags at dewatering pump discharge.

200 Sixth Avenue
St. Albans, WV 25177

304.727.5501
FAX 304.727.5580

Buckhannon, WV
Martinsburg, WV

www.chaptech.com



Blackwater Falls State Park
Contract No. 2 Technical Clarifications
Page 2 of 2

5. Sheet E1, One Line Diagram detail:

Revise the note within the panel outline to read as follows:
480/277V, 3-phase, 4-wire main dist. Panel (service entry rated)

The future well pump is anticipated to be 15 HP.

Revise "100A 3P" to read "50A 3P"

Add the following notes:

- 4. Provide 50A 3P breaker for future well pump connection by others.
- 5. Provide 2" PVC conduit stub from the main distribution panel for connection by others.
- 6. Coordinate with Contract No. 3 Contractor who will install conductors, well pump control panel, and conduit between stubs.

CHAPMAN TECHNICAL GROUP

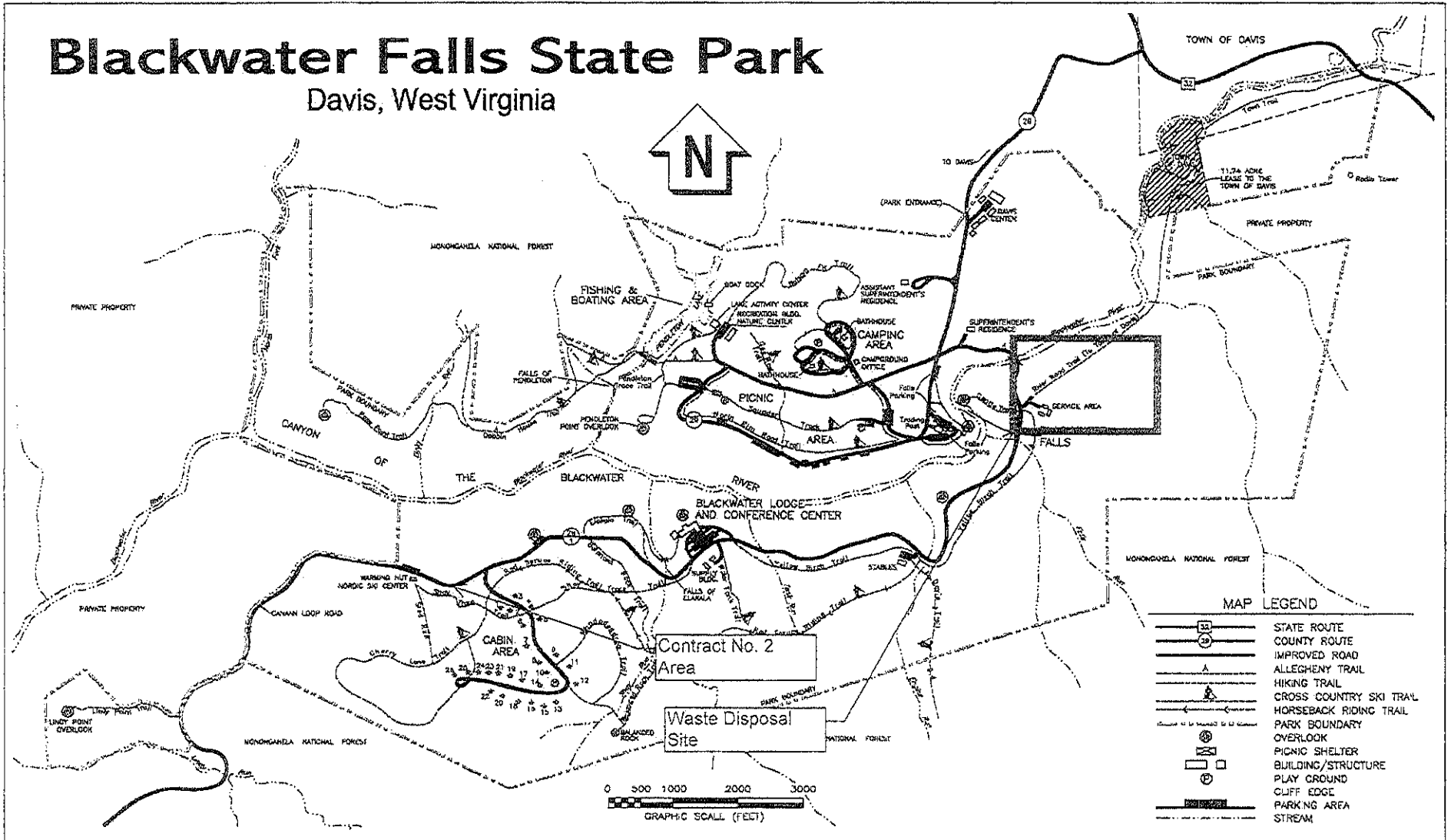


Stephen M. Johnson, PE
Project Engineer

SOUND APPROACH / SOUND DELIVERY / AIRPORT DESIGN / DEVELOPMENT / ARCHITECTURE / INTERIOR DESIGN / CIVIL ENGINEERING / SITE DEVELOPMENT / ENVIRONMENTAL ENGINEERING / LAND USE ARCHITECTURE / SURVEYING

Blackwater Falls State Park

Davis, West Virginia



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRB13202

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

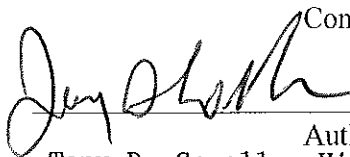
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Breckenridge Corporation

Company



Authorized Signature

Tony D. Casella, Vice President

05/09/2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

Solicitation

NUMBER
DNRB13202

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

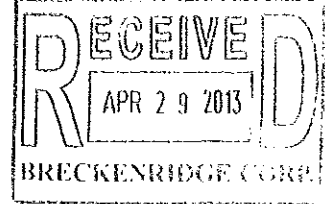
VENDOR



Breckenridge Corporation
 Attn: Carey Wagner
 PO Box 247
 Buckhannon, WV 26201-0247

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS



DATE PRINTED
04/24/2013

BID OPENING DATE: 05/09/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THE ADDENDUM FOR THE BLACKWATER FALLS STATE PARK; SLED RUN SNOW MAKING IMPROVEMENTS PROJECT, ISSUED TO DISTRIBUTE THE FOLLOWING ATTACHED INFORMATION TO THE VENDOR COMMUNITY.		
0001	1	LS		968-42		
				GENERAL CONSTRUCTION / SNOW MAKING PROJECT		
***** THIS IS THE END OF RFQ DNRB13202 ***** TOTAL:						

SIGNATURE	TELEPHONE 304-472-3350	DATE 05/09/2013
TITLE Vice President	FEIN 55-0493696	ADDRESS CHANGES TO BE NOTED ABOVE

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

2

SOLICITATION NUMBER: DNRB13202
Addendum Number: No.2

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

The addendum for the Blackwater Falls State Park; Sled Run Snow making Improvements issued to distribute the following information to the vendor community.

1. Technical Clarifications
2. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A



**Chapman
Technical
Group**

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
BLACKWATER FALLS STATE PARK
SLED RUN SNOW MAKING IMPROVEMENTS
TUCKER COUNTY, WEST VIRGINIA

CONTRACT NO. 2

April 23, 2013

**ADDENDUM NO. 2
TECHNICAL CLARIFICATIONS**

A. GENERAL

1. The existing pond has been substantially dewatered. Puddling, saturated soil, etc. may still be present. Dewatering occurred on or about April 19, 2013. The drain will remain open until disturbed by the Contractor's construction activities.

B. SPECIFICATIONS

1. Add paragraph 2.2-C to specification section 02200 as follows:

C. Pond Liner Separation Geotextile (LP12): Needle-punched non-woven fabric, manufactured for filtration, separation, protection, and drainage applications, made from polypropylene fibers that are tangled together, conforming to the following:

1. Grab Tensile Strength: 300 lbs; ASTM D 4632
2. Elongation: 50%; ASTM D 4632
3. Tear Strength: 115 lbs; ASTM D 4533
4. CBR Punc: 790 lbs; ASTM D6241
5. Apparent Opening size: No.100 sieve maximum; ASTM D 4751
6. Permittivity: 0.8 per second minimum; ASTM D 4491
7. Water flow: 65 gpm/ft²; ASTM D 4491
8. UV Stability: 70 percent after 500 hours exposure; ASTM D 4355

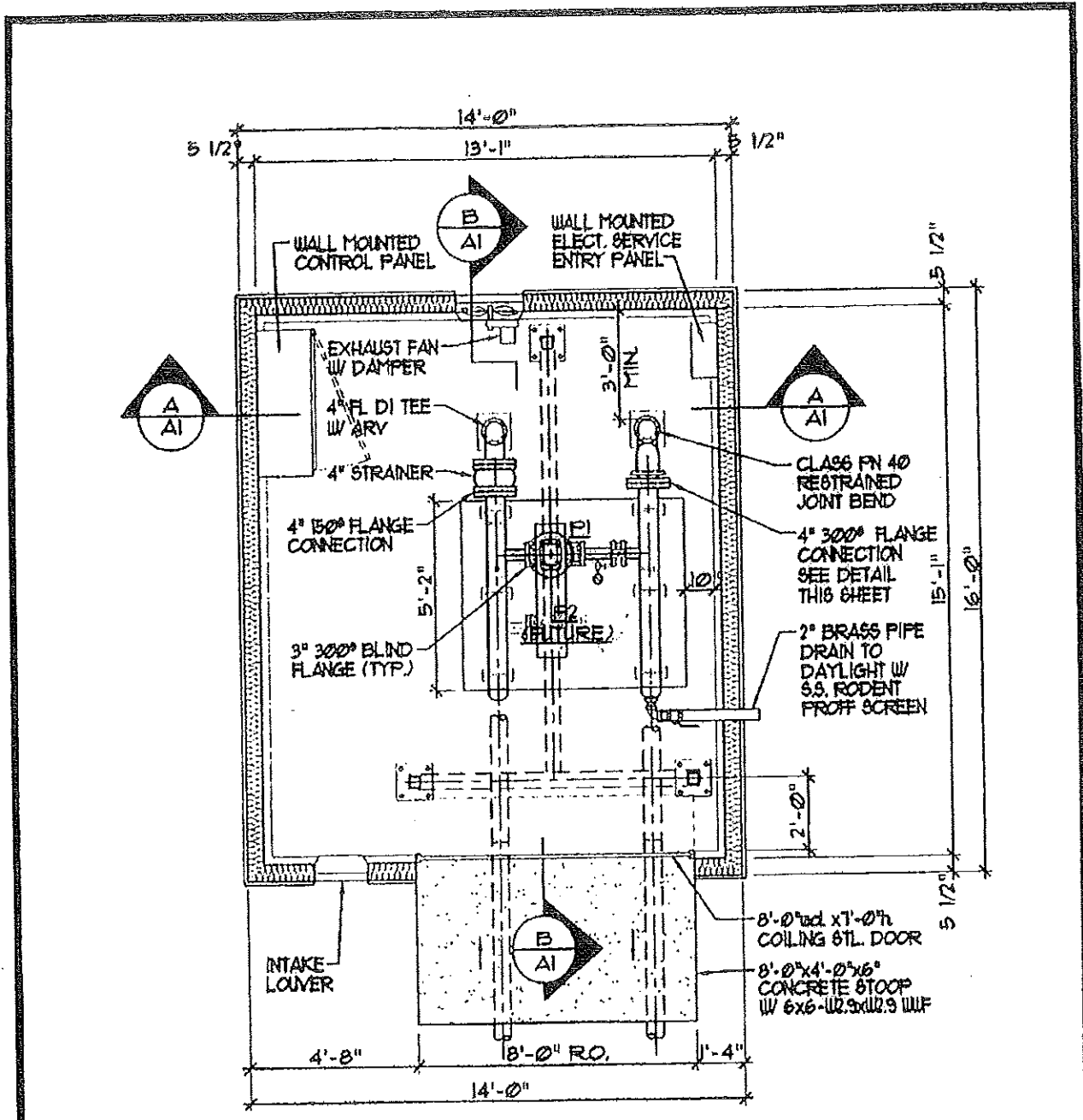
2. Replace "LP8" with "LP12" in specification section 13201, paragraph 3.1-D.
3. Revise specification section 11276, paragraph 2.13-L-1 to read as follows:

The pump skid shall be field wired to the remote mounted control panel per the system suppliers instructions, and in accordance with the NEC.

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St. Albans, WV 25177
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FAX 304.727.5580

Buckhannon, WV
Martinsburg, WV

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FLOOR PLAN

SCALE : 1/4" = 1'-0"

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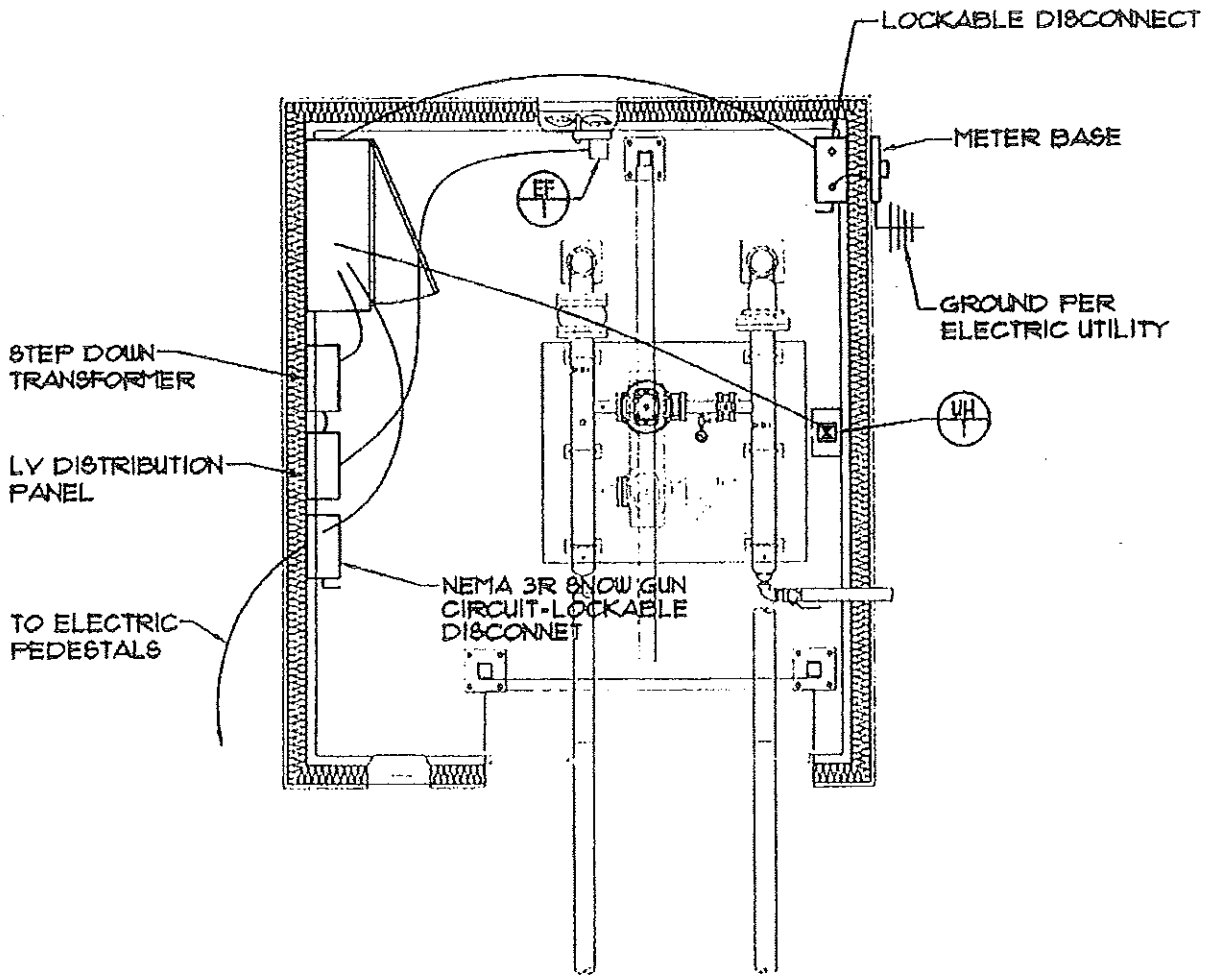


AIRPORT PLANNING / DEVELOPMENT
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 CIVIL ENGINEERING / SITE DEVELOPMENT
 ENVIRONMENTAL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SURVEYING

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WV DIVISION OF NATURAL RESOURCES
 PARKS AND RECREATION
 BLACKWATER FALLS STATE PARK
 SLED RUN SNOW MAKING IMPROVEMENTS
 PUMP BUILDING FLOOR PLAN

PROJECT NO.	10064
DATE	AS SHOWN
DATE	APRIL 2013
DRAWN BY	FLB
CHECKED BY	JLW
APPROVED BY	JEB
SHEET NO.	A1-A
TOTAL SHEETS	1



ELECT. FLOOR PLAN - POWER

SCALE : 1/4" = 1'-0"

NOTES: 1. REFER TO ONE LINE DIAGRAM FOR CONDUCTOR SIZES.
2. MIN. CONDUIT SIZES PER NEC.

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AIRPORT PLANNING / DEVELOPMENT
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WV DIVISION OF NATURAL RESOURCES
 PARKS AND RECREATION
 BLACKCKWATER FALLS STATE PARK
 SLED RUN SNOW MAKING IMPROVEMENTS
 PUMP BUILDING ELECTRIC PLAN

JOB NUMBER	10064
DATE	AS SHOWN
DATE	APRIL 2013
DESIGNED BY	FLB
CHECKED BY	SLJ
DATE	JEB
DATE	
DATE	
E1-A	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRB13202

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

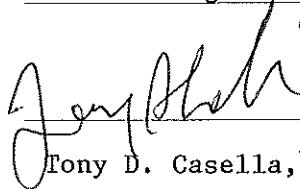
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Breckenridge Corporation

Company



Authorized Signature
 Tony D. Casella, Vice President

05/09/2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012