

Solicitation Response(SR) Dept: 0310 ID: ESR0802180000000484 Ver.: 1 Function: New Phase: Final

Modified by batch , 08/02/2018

Header 1



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 453133	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000201679	<b>SO Doc ID:</b> DNR180000062
<b>Legal Name:</b> BRECKENRIDGE CORP	<b>Published Date:</b> 7/31/18
<b>Alias/DBA:</b>	<b>Close Date:</b> 8/2/18
<b>Total Bid:</b> \$897,000.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 08/02/2018	<b>Status:</b> Closed
<b>Response Time:</b> 8:23	<b>Solicitation Description:</b>
	Addendum No. 03 Edray Fish ^
	Hatchery Repair v
	<b>Total of Header Attachments:</b> 1
	<b>Total of All Attachments:</b> 1



**State of West Virginia  
Request For Quotation  
Construction**

**Procurement Folder : 453133**

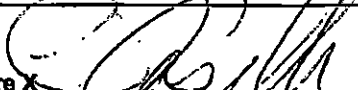
**Document Description : Addendum No. 03 Edray Fish Hatchery Repair**

**Procurement Type : Agency Contract - Fixed Amt**

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-07-31	2018-08-02 13:30:00	ARFQ 0310 DNR1800000062	4	Final

SUBMIT RESPONSES TO	VENDOR
<b>BID RESPONSE</b> DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b>  <b>Breckenridge Corporation</b> <b>PO Box 247, #1 Brickyard Road</b> <b>Buckhannon, WV 26201</b> <b>304-472-3350</b>

**FOR INFORMATION CONTACT THE**  
 Angela W Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

**Signature X**  **FEIN #** 55-0493696 **DATE** 08/02/18

Addendum No.03 is issued to publish and distribute the attached information to the Vendor Community.

\*\*\*\*\*  
 The Agency is soliciting bids for rehabilitation of the water supply at Edray Hatchery located in Edray, WV. Project includes the demolition/removal and construction of structural fill and road, the completion of extensive plumbing replacement, and the installation of new flow meters and samplers and all associated electrical work..

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES EDRAI HATCHERY RT 1 MARLINTON WV 24954 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Hatchery Repairs				

Commodity Code	Manufacturer	Model #	Specification
72141121			

Extended Description  
 Hatchery Repairs

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory Pre-bid 9:00am	2018-06-25
2	Technical Questions Due 9:00am	2018-07-24

<b>DNR180000062</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 03 Edray Fish Hatchery Repair	<b>Page 3</b> <b>of 3</b>
---------------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breckenridge Corporatoin  
of PO Box 247, Buckhannon WV 26201, as Principal, and Fidelity & Deposit Company of  
Maryland of 1299 Zurich Way, Schaumburg IL 60196, a corporation organized and existing under the laws of the State of Maryland  
with its principal office in the City of Schaumburg, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of 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  
Division of Natural Resources, Property & Procurement Office, Edray Fish Hatchery Repair, 18\*62  
Marlinton, Pocahontas Co, WV

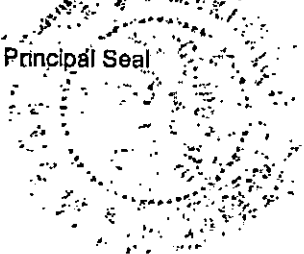
**NOW THEREFORE,**

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 31st day of July, 20 18.

Principal Seal



Breckenridge Corporation  
(Name of Principal)

By *Peter J. Casella*  
(Must be President, Vice President, or Duly Authorized Agent)

Peter J. Casella, President  
(Title)

Surety 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, must affix its seal, and must attach a power of attorney with its seal affixed.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint L. Randall COBER and Denise DEEM, both 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of June, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
Assistant Secretary  
Daniel Lutes

  
Vice President  
David McVicker

State of Maryland  
County of Baltimore

On this 6th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DANIEL LUTES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of July, 20 18.



Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**Exhibit "A" Pricing Page**  
**Edray Hatchery Water Supply Rehabilitation**

3

Name of Vendor: Breckenridge Corporation

Date: 8/1/18

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Surveying (MAX. 5% CONTRACT VALUE)	1	LS	5,000. <sup>00</sup>	5,000. <sup>00</sup>
2	Quality Control and Independent Inspection/Testing (MAX. 5% OF CONTRACT VALUE)	1	LS	5,000. <sup>00</sup>	5,000. <sup>00</sup>
3	Mobilization/Demobilization (MAX. 10% OF CONTRACT VALUE)	1	LS	60,000. <sup>00</sup>	60,000. <sup>00</sup>
4	General Conditions, Insurance/Bonds, Permitting (MAX 10% OF CONTRACT VALUE)	1	LS	70,000. <sup>00</sup>	70,000. <sup>00</sup>
	<b>General Sitework</b>				
5	Silt Fence	1,748	LF	4. <sup>00</sup>	6,996. <sup>00</sup>
6	Dewatering - Site	1	LS	500. <sup>00</sup>	500. <sup>00</sup>
7	Railroad Tie Demolition/Removal	88	LF	40. <sup>00</sup>	3,520. <sup>00</sup>
8	Aggregate Road Demolition/Removal	5,200	SF	0. <sup>40</sup>	2,080. <sup>00</sup>
9	Aggregate Base around tank Demolition/Removal	7,200	SF	0. <sup>30</sup>	2,160. <sup>00</sup>
10	Asphalt/Base Road Demolition/Removal (assume 12" thick)	5,920	SF	0. <sup>40</sup>	2,368. <sup>00</sup>
11	12" Class 2 Aggregate Road	6,200	SF	3. <sup>50</sup>	18,200. <sup>00</sup>
12	6" Class 2 Aggregate Base around tanks	7,200	SF	1. <sup>50</sup>	10,800. <sup>00</sup>
13	Asphalt (3")	5,920	SF	4. <sup>50</sup>	26,640. <sup>00</sup>
14	6" Class 2 Aggregate Base	5,920	SF	1. <sup>30</sup>	7,696. <sup>00</sup>
15	Finish Grading	2	AC	800. <sup>00</sup>	1,600. <sup>00</sup>
16	Seeding	2	AC	1,200. <sup>00</sup>	2,400. <sup>00</sup>
	<b>Outfall Structure Modifications</b>				
17	Dewatering	1	LS	1,000. <sup>00</sup>	1,000. <sup>00</sup>
18	Perimeter Collection Box Wall	1	CY	2,000. <sup>00</sup>	2,000. <sup>00</sup>
19	Bentonite Waterstop	9	LF	15. <sup>00</sup>	135. <sup>00</sup>
20	Dowels into existing Headwall	9	EA	30. <sup>00</sup>	270. <sup>00</sup>
	<b>Upper Unit Slab Demo and Repair</b>				
23	Sawcut 8" reinforced concrete slab	388	LF	250. <sup>00</sup>	99,000. <sup>00</sup>
24	Dowels into existing slab	400	EA	30. <sup>00</sup>	12,000. <sup>00</sup>
25	Bentonite Waterstop	388	LF	15. <sup>00</sup>	5,940. <sup>00</sup>
26	New concrete slab	7	CY	4,000. <sup>00</sup>	28,000. <sup>00</sup>
	<b>Northwest Gate to Old Drain Flume</b>				
27	Demo 6" ductile pipe	20	LF	16. <sup>00</sup>	320. <sup>00</sup>
28	6" Ductile Iron Pipe buried 4' deep avg.	20	LF	80. <sup>00</sup>	1,600. <sup>00</sup>
29	8" Joint Restraint for MJ	8	EA	160. <sup>00</sup>	960. <sup>00</sup>
30	8" Buried Gate Valve	1	EA	1,000. <sup>00</sup>	1,000. <sup>00</sup>
31	8" Buried Butterfly Valve	1	EA	1,050. <sup>00</sup>	1,050. <sup>00</sup>





ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
75	Radar Flow Meter (001)	1	EA	6,000. <sup>00</sup>	6,000. <sup>00</sup>
76	5' deep 7" tall 6" ID Manhole	1	EA	6,500. <sup>00</sup>	6,500. <sup>00</sup>
77	Pipe removal for manhole addition (001) and grouted trough	1	LS	1,000. <sup>00</sup>	1,000. <sup>00</sup>
78	6" ID Hinged Aluminum Lid & shelf for easy sampler maintenance	1	LS	2,000. <sup>00</sup>	2,000. <sup>00</sup>
79	Miscellaneous Piping Modifications (001)	1	LS	50. <sup>00</sup>	50. <sup>00</sup>
80	Road Ponds Piping Modifications (002)	1	LS	6,500. <sup>00</sup>	6,500. <sup>00</sup>
	Lower & Road Ponds' Flow Measurement				
81	Radar Flow Meter (004)	1	EA	6,000. <sup>00</sup>	6,000. <sup>00</sup>
82	Portable Submerged Area Velocity Meter Transmitter (002 and 003 share)	1	EA	7,000. <sup>00</sup>	7,000. <sup>00</sup>
83	Extra sensor and mounting band for Portable Area Velocity Meter	1	EA	1,500. <sup>00</sup>	1,500. <sup>00</sup>
84	5' deep 7" tall 6" ID Manhole	1	EA	6,500. <sup>00</sup>	6,500. <sup>00</sup>
85	Pipe removal for manhole addition (004) and grouted trough	1	LS	1,800. <sup>00</sup>	1,800. <sup>00</sup>
86	Dewatering during manhole installation	1	LS	500. <sup>00</sup>	500. <sup>00</sup>
87	6" ID Hinged Aluminum Lid & shelf for easy sampler maintenance	1	LS	2,000. <sup>00</sup>	2,000. <sup>00</sup>
88	Remove 8" drain from rearing pond (include excavate & backfill)	60	LF	10. <sup>00</sup>	500. <sup>00</sup>
89	Cap or Plug 8" Pipe being abandoned from Pond to Creek	1	LS	150. <sup>00</sup>	150. <sup>00</sup>
90	Add Insert-tee to existing 24" pipe	1	EA	400. <sup>00</sup>	400. <sup>00</sup>
91	Hung SCH 80 PVC Pipe for Outlet 003 meter	10	LF	300. <sup>00</sup>	3,000. <sup>00</sup>
92	6" SH 80 PVC 60 degree elbow	1	EA	100. <sup>00</sup>	100. <sup>00</sup>
93	6" DWV PVC Wye	3	EA	60. <sup>00</sup>	180. <sup>00</sup>
94	6" Iron Transition Coupling	3	EA	1,800. <sup>00</sup>	5,400. <sup>00</sup>
95	8" DWV PVC, d'ig, bed, pack average 4' deep	240	LF	60. <sup>00</sup>	14,400. <sup>00</sup>
96	8" DWV PVC el	4	EA	50. <sup>00</sup>	200. <sup>00</sup>
97	6" Cleanout	2	EA	1,500. <sup>00</sup>	3,000. <sup>00</sup>
98	Miscellaneous piping demolition	1	LS	100. <sup>00</sup>	100. <sup>00</sup>
	Electrical				
99	Upper Site Electrical	1	LS	5,000. <sup>00</sup>	5,000. <sup>00</sup>
100	Lower Site Electrical	1	LS	7,000. <sup>00</sup>	7,000. <sup>00</sup>
101	Road Pond Electrical	1	LS	7,000. <sup>00</sup>	7,000. <sup>00</sup>
	Other				
102	All other costs and work not included in items above	1	LS	265,175. <sup>00</sup>	265,175. <sup>00</sup>
			TOTAL BID AMOUNT	897,000. <sup>00</sup>	

Incomplete bids will be considered non-responsive. If estimated quantities are listed, Bidders must only bid estimated quantities listed. These quantities indicated are the Government's best estimate of actual quantities needed to complete the work. Payment will be made for actual amount of work done on the basis of unit or lump sum prices listed.

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.

West Virginia Division of Natural Resources  
Edray Hatchery  
Water Supply Rehabilitation  
Exhibit A: Pricing Page, continued

DATE: 8/1/18

NAME OF BIDDER: Breckenridge Corporation

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies, and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID:

For the sum of: \$ 897,000.<sup>00</sup>  
(Show the amount in numbers)

(\$ Eight hundred Ninety Seven thousand )  
(Show the amount in words)  
dollars and zero cents

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR18\*29

3

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.

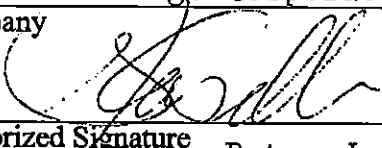
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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 checked="" 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 Peter J. Casella, President  
August 2, 2018  
Date

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. 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. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Breckenridge Corporation

Contractor's License No.: WV- WV001651

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 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.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)



- b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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 bid fails, is unable, or refuses to perform his subcontract.



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
  
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.
  
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
  
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
  
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
  
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Keith L. Skelton, Project Manager

(Name, Title)

Keith L. Skelton, Project Manager

(Printed Name and Title)

PO Box 247, #1 Brickyard Road, Buckhannon, WV 26201

(Address)

304-472-3350 304-472-8506 Fax

(Phone Number) / (Fax Number)

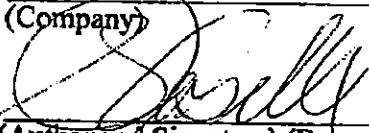
carey@breckenridgecorp.com and keith@breckenridgecorp.comB

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Breckenridge Corporation

(Company)



Peter J. Casella, President

(Authorized Signature) (Representative Name, Title)

Peter J. Casella, President

(Printed Name and Title of Authorized Representative)

July 31, 2018

(Date)

304-472-3350 304-472-8506 Fax

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION  
Edray Hatchery  
Water Supply Rehabilitation**

---

**GENERAL CONSTRUCTION SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the one-time rehabilitation of the water supply system at Edray Hatchery.

This project includes the demolition/removal and construction of structural fill and road, the completion of extensive plumbing replacement, and the installation of new flow meters and samplers and all associated electrical work. This project will include phase shut-downs of portions of the existing facilities to work around hatchery operations.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.

**2.1 "Construction Services"** means construction of new waterlines and related work to Edray Hatchery at Marlinton, WV as more fully described in these specifications and the Specifications/Project Manual.

**2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.4 "Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must

**REQUEST FOR QUOTATION**  
**Edray Hatchery**  
**Water Supply Rehabilitation**

---

have successfully completed projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.
  - 8.1 Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

WVDNR  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303  
(304) 558-2764  
Attn: Don Bailey, III  
Email requests to: Donald.E.Baileyiii@wv.gov  
Cost of plans/specs: \$0

or

**REQUEST FOR QUOTATION  
Edray Hatchery  
Water Supply Rehabilitation**

---

Copies of project plans can be examined at the following locations

**Contractors Association of West Virginia  
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074**

**Pittsburg Builders Exchange  
1813 N. Franklin Street  
Pittsburg, PA 15233  
Phone: 412-922-4200  
Fax: 412-928-9406**

**Kanawha Valley Builders Association  
1627 Bigley Avenue  
Charleston, WV 25302  
Phone: 304-342-7141  
Fax: 304-343-8014**

**Construction Employers Association NCWV  
2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290  
Fax: 304-367-0126**

**Parkersburg Marietta Contractors Association  
4424 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485  
Fax: 304-428-7622**

**Ohio Valley Construction Employers Council  
21 Armory Drive  
Wheeling, WV 26003  
Phone: 304-242-0520  
Fax: 304-242-7261**

**9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

**10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.**

**REQUEST FOR QUOTATION  
Edray Hatchery  
Water Supply Rehabilitation**

---

10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**11. MISCELLANEOUS:**

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Keith L. Skelton, Project Manager

**Telephone Number:** 04-472-3350

**Fax Number:** 04-472-8506

**Email Address:** carey@breckenridgecorp.com and  
keith@breckenridgecorp.com





**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, Peter J. Casella, President, after being first duly sworn, depose and state as follows:

1. I am an employee of Breckenridge Corporation; and,  
(Company Name)
2. I do hereby attest that Breckenridge Corporation  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Peter J. Casella

Signature: 

Title: President

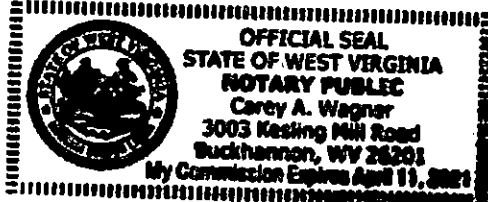
Company Name: Breckenridge Corporation

Date: 07/31/2018

Taken, subscribed and sworn to before me this 31 day of July, 2018.

By Commission expires April 11, 2021

(Seal)



Carey A. Wagner  
(Notary Public) Carey A. Wagner

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: [Signature] Date: 07/31/2018

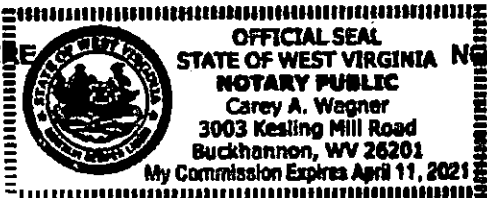
State of West Virginia

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 31st day of July, 2018

My Commission expires April 11, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Carey A. Wagner

Carey A. Wagner  
Purchasing Affidavit (Revised 01/19/2018)

# 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, 2017

**Expiration Date**

AUGUST 16, 2018



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.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001651

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
PIPING  
PLUMBING  
SPECIALTY  
CONCRETE  
MASONRY  
ROOFING

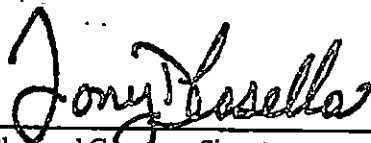
BRECKENRIDGE CORPORATION  
DBA BRECKENRIDGE CORPORATION  
PO BOX 247  
BUCKHANNON, WV 26201-0247

**Date Issued**

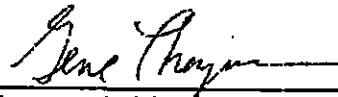
**Expiration Date**

AUGUST 16, 2018

AUGUST 16, 2019



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.