

Solicitation Response(SR) Dept: 0310 ID: ESR0501180000004989 Ver.: 1 Function: New Phase: Final

Modified by batch , 05/01/2018

Header 1



General Information Contact Default Values Discount Document Information

|   |  |
|---|--|
| <b>Procurement Folder:</b><br>432131                    | <b>SO Doc Code:</b><br>ARFQ  |
| <b>Procurement Type:</b><br>Agency Contract - Fixed Amt | <b>SO Dept:</b><br>0310  |
| <b>Vendor ID:</b><br>00000208641                        | <b>SO Doc ID:</b><br>DNR180000051  |
| <b>Legal Name:</b><br>GREEN RIVER GROUP LLC             | <b>Published Date:</b><br>4/23/18  |
| <b>Alias/DBA:</b>                                       | <b>Close Date:</b><br>5/1/18   |
| <b>Total Bid:</b><br>\$128,500.00                       | <b>Close Time:</b><br>13:30  |
| <b>Response Date:</b><br>05/01/2018                     | <b>Status:</b><br>Closed   |
| <b>Response Time:</b><br>11:56                          | <b>Solicitation Description:</b><br>Addendum No.1 - French Creek<br>Wildlife Center Trail Paving |
|   | <b>Total of Header Attachments:</b><br>1   |
|   | <b>Total of All Attachments:</b><br>1  |

**EXHIBIT A - PRICING PAGE**  
**French Creek**  
**WV State Wildlife**  
**Center**  
**Wildlife Trail Paving**  
**Project**

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Name of Vendor:

Green River Group LLC

Address of Vendor:

714 Venture Dr # 180  
Morgantown, WV 26508

Phone Number of Vendor:

304 594-3991

WV Contractors License No.

WV024807

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 vendors, 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 resurfacing designated portions of the WV Wildlife viewing trail, as well as excavating and widening designated portions of the trail, and repairing a base failure along the trail. The base failure area and the areas to be widened will be excavated and backfilled with a 6-inch layer of compacted aggregate bedding, along with a 4-inch layer of Base I asphalt, and surfaced with a 1 ½-inch wearing course. All other designated portions of the trail to be paved will be over-layed with a 1 ½-inch layer of asphalt wearing course. Two short driveway sections will be paved with a 2-inch layer of Base II asphalt, and surfaced with a 1 ½ - inch layer of wearing asphalt. Designated areas of the trail will receive a 12 to 18-inch wide paved gutter/swale, including all incidental labor and materials, as more fully described in these specifications and the Specifications/Project Manual. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

128,500.00

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

One hundred twenty-eight thousand five hundred dollars zero cents



**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

**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 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.

Green River Group LLC  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

5/1/18  
\_\_\_\_\_  
Date

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

**REQUEST FOR  
QUOTATION  
French Creek  
WV State Wildlife Center  
Wildlife Trail Paving  
Project**

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

**Telephone Number:** 304 594-3991

**Fax Number:** 304 594-3992

**Email Address:** Mturner@greenrivergroupllc.com



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Monongalia, TO-WIT:**

I, Steve Calvert, after being first duly sworn, depose and state as follows:

1. I am an employee of Green River Group LLC; and,  
(Company Name)
2. I do hereby attest that Green River Group LLC  
(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**.

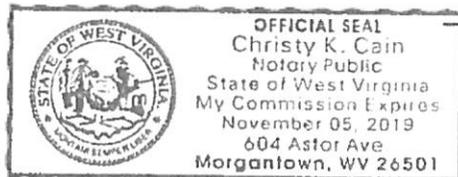
The above statements are sworn to under the penalty of perjury.

Printed Name: Steve Calvert  
 Signature:   
 Title: Managing Member  
 Company Name: Green River Group LLC  
 Date: 5/1/18

Taken, subscribed and sworn to before me this 1 day of May, 2018.

By Commission expires 11/5/19

(Seal)



(Notary Public)

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.

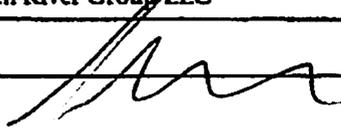
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 §81-5-3) 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: Green River Group LLC

Authorized Signature:  Date: 5/1/18

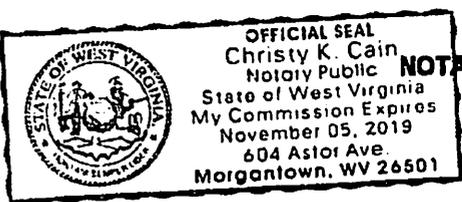
State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 1 day of May, 2018.

My Commission expires 11/5, 2019.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**



# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV024807

**Classification:**

GENERAL ENGINEERING

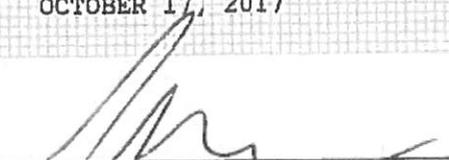
GREEN RIVER GROUP LLC  
DBA GREEN RIVER GROUP LLC  
714 VENTURE DRIVE  
MORGANTOWN, WV 26508-7306

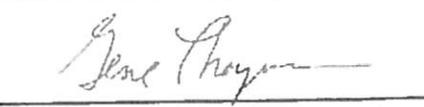
**Date Issued**

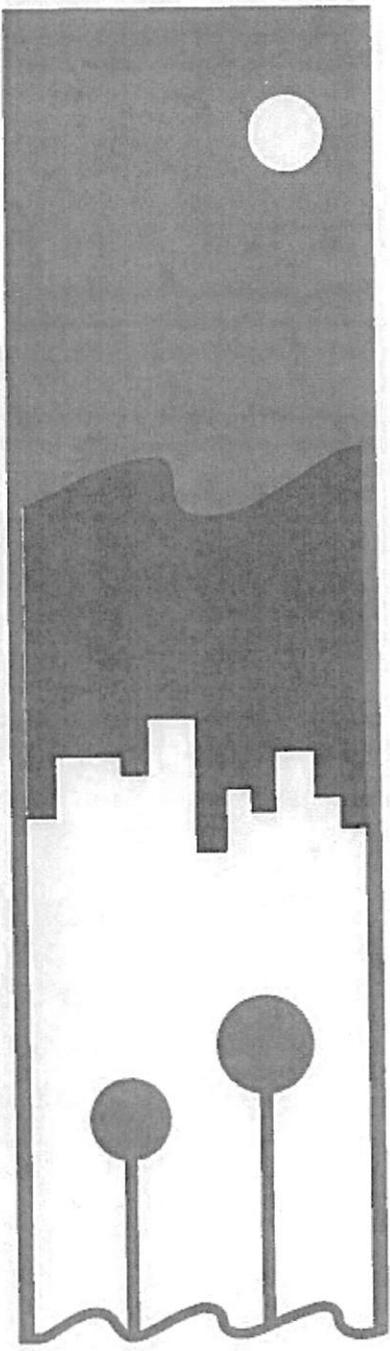
OCTOBER 17, 2017

**Expiration Date**

OCTOBER 17, 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.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green River Group, LLC  
of Morgantown, WV, as Principal, and International Fidelity Insurance Company  
of Newark, NJ, a corporation organized and existing under the laws of the State of  
NJ with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of Five Percent of Amount 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  
Wildlife- French Creek Wildlife Center Trail Paving

**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 Obligees 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 1st day of May, 2018.

Principal Seal

Green River Group, LLC  
(Name of Principal)

By: [Signature]  
(Must be President, Vice-President, or  
Duly Authorized Agent)

management member  
(Title)

Surety Seal

International Fidelity Insurance Company  
(Name of Surety)

By: [Signature]  
Nicholas A. Sparachane Attorney-in-Fact

**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.**

Tel (973) 624-7200

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SUSAN K BOORD, KARI J. LEONARD, ERIC BAKER, NICHOLAS A. SPARACHANE

Wheeling, WV.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2017.



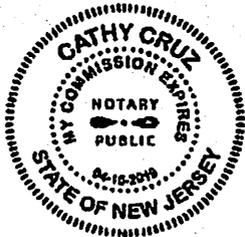
STATE OF NEW JERSEY  
County of Essex

George R. James  
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies, as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of May, 2018.

MARIA BRANCO, Assistant Secretary