

Solicitation Response(SR) Dept: 0310 ID: ESR0507200000006524 Ver.: 1 Function: New Phase: Final

Modified by batch , 05/07/2020

Header 1



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 706215	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000208641	<b>SO Doc ID:</b> DNR2000000040
<b>Legal Name:</b> GREEN RIVER GROUP LLC	<b>Published Date:</b> 5/7/20
<b>Alias/DBA:</b>	<b>Close Date:</b> 5/7/20
<b>Total Bid:</b> \$346,930.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 05/07/2020	<b>Status:</b> Closed
<b>Response Time:</b> 12:13	<b>Solicitation Description:</b> Addendum No. 03_Fairfax Pond Dam Structural Repairs
	<b>Total of Header Attachments:</b> 1
	<b>Total of All Attachments:</b> 1

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DNR20\*40**

**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.

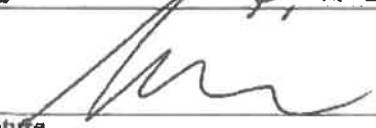
**Addendum Numbers Received:**

*(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.

Great River Group, LLC  
Company

  
Authorized Signature

3/7/20  
Date

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green River Group, LLC  
of Morgantown, WV, as Principal, and Harco National Insurance Company  
of Raleigh, NC, a corporation organized and existing under the laws of the State of  
IL with its principal office in the City of Raleigh, 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  
Fairfax Pond Dam Structural Repairs and Modifications

**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 30th day of April, 2020.

Principal Seal

Green River Group LLC  
(Name of Principal)

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

managing member  
(Title)



Harco National 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.**

**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond

Principal Green River Group, LLC

Obligee State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Nicholas A. Sparachane

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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2018

"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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 30th day of April, 2020



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 30th day of April, 2020, 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 30th day of April, 2020

Irene Martins, Assistant Secretary

EXHIBIT A - PRICING PAGE 1/2  
Fairfax Pond Dam Modifications

Name of Bidder:

Green River Group LLC

Address of Bidder:

714 Venture Dr. # 180  
Morgantown, WV 26508

Phone Number of Bidder:

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 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 all the work described in the Construction Documents

All Bidders should complete the following Unit Price Sheets. All unit prices shall include the complete installed price including all necessary work, labor, supplies, materials, equipment, excavation, backfill, etc. All items not specifically enumerated in the Plans and Specifications shall be considered incidental to the project and included in the various pay items.

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates. Incomplete Bids will be considered non-responsive. Quantities indicated on the following page(s) are best estimates of actual quantities needed. The Contract award shall be based on the lowest Total Base Bid.

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

346,930.00

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

Three hundred forty six thousand nine hundred thirty dollars and zero cents

**EXHIBIT A - PRICING PAGE 2/2**  
**FAIRFAX POND DAM MODIFICATIONS - REV. D**  
 Prepared By: Civil Tech Engineering, Inc.  
 December 21, 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	BID	
				COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	15000.00	15,000.00
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	8000.00	8,000.00
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	10000.00	10,000.00
4.0	CLEARING & GRUBBING	1.0	AC	20000.00	20,000.00
5.0	SPILLWAY DEMOLITION	1.0	LS	19,000.00	19,000.00
6.0	PRINCIPAL SPILLWAY AND TRICKLE TUBE	1.0	LS	45000.00	45,000.00
7.0	EXCAVATION	7270.0	CY	5.00	36,350.00
8.0	REINFORCED CONCRETE	16.0	CY	1000.00	16,000.00
9.1	COHESIVE FILL	2755.0	CY	8.00	22,040.00
9.2	RANDOM FILL	3735.0	CY	6.00	22,410.00
10.0	RIP RAP	80.0	CY	48.00	3,840.00
11.0	EROSION & SEDIMENT CONTROL	1.0	LS	13,000.00	13,000.00
12.0	SEEDING, FERTILIZING, & MULCHING	3.5	AC	2700.00	9,450.00
13.0	DEWATERING & WATER CONTROL	1.0	LS	23000.00	23,000.00
14.1	CRUSHED STONE AGGREGATE	450.0	CY	54.00	24,300.00
14.2	PIPE GATE REMOVAL AND REINSTALLATION	1.0	EA	1000.00	1,000.00
14.3	GUARD RAIL	412.0	LF	43.00	17,716.00
14.4	FISHERMAN'S TRAIL	486.0	LF	84.00	40,824.00

**BID PRICE**

<b>\$ 346,930.00</b>
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## 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: Green River Group LLC  
Contractor's License No.: WV- 024807

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





**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.

  
\_\_\_\_\_  
(Name, Title)

Steve Calvert, Managing Member

\_\_\_\_\_  
(Printed Name and Title)

714 Venture Dr. #180 Morgantown, WV 26508

\_\_\_\_\_  
(Address)

304 594-3991

304 594-3992

\_\_\_\_\_  
(Phone Number) / (Fax Number)

scalvert@greenrivergroupllc.com

\_\_\_\_\_  
(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.

Green River Group LLC

\_\_\_\_\_  
(Company)

 Managing Member

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Steve Calvert, Managing Member

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

5/7/2020

\_\_\_\_\_  
(Date)

304 594-3991

304 594-3992

\_\_\_\_\_  
(Phone Number) (Fax Number)

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: Green River Group LLC

Authorized Signature:  Date: 5/7/2020

State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 7 day of May, 2020.

My Commission expires 11/5, 2024.



NOTARY PUBLIC 



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: 5/7/2020

Taken, subscribed and sworn to before me this 7 day of May, 2020.

By Commission expires 11/5/2024

(Seal)



(Notary Public)

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*(Check the box next to each addendum received)*

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|-------------------------------------|----------------|--------------------------|-----------------|
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| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
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Green River Group LLC  
Company

  
Authorized Signature

5/7/2020  
Date

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

# 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, 2019

**Expiration Date**

OCTOBER 17, 2020



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Authorized Company Signature



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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.