

GREEN RIVER GROUP LLC

3045941125

PO Box 18039, Morgantown, WV 26507 Telephone: 304-594-3991 Fax: 304-594-3992

FAX TRANSMISSION LETTER

TO:	State of WV Purchasing Division
FROM:	Green River Group, LLC
DEO#	DEFK11038
RFQ#	
DATE:	16-Jun-11 TIME:
NO. OF PA	AGES (INCLUDING THIS PAGE)
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	IMPORTANT
	Please complete the information below and affix the label to the outside of you bid envelope. Thank You
	Sealed Bid Enclosed
	RFQ# DEFK11038 Buyer: TL/32 Bid Opening Date: 6/16/2011 Bid Opening Time: 1:30 PM
٠.	Mail to;
	WV Purchasing Division 2019 Washington St. East

Charleston, WV 25305-0130



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

Request for STATE OF THE PROPERTY OF THE PROPE Quotation

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DEFK11038

TARA LYLE \$04-558-2544

RFO COPY TYPE NAME/ADDRESS HERE * 709050315 Green River Group uc PO BOY 18039 morgantown w 36501

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

EXAPOREST E O CHEST ON DENGE TO THE ON OF SHEET

1707 COONSKIN DRIVE CHARLESTON, WV 25311~1099 304-341-6368

DATE PRINTED TERMS OF SALE 05/19/2011 BID OPENING DATE: 06/16/2011 BID OPENING TIME ITEM NUMBER QUANTITY UNITPÁICE AMOUNT Please note & mandatory fre-bid meeting is scheduled FOR 06/02/2011 AT 1:30 PM AT THE NEW ELKINS AFRO PROJECT SITE LOCATED APPROXIMATELY EIGHT (8) MILES WEST of elkins at mile marker 27.5 on us route 33 rast. ***** 1,415,17500 4001 \$68-20 ÆΒ TILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 06/02/2011 AT .: 30 PM AT THE NEW BLKING AFRO PROJECT SITE LOCATED APPROXIMATELY 8 MILES WEST OF ELKINS AT MILE MARKER 27.5 ON US ROUTE 33 EAST (SEE ENCLOSED MAP). ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY EPRESENT MORE THAN ONE BIDDER. an attendance sheet will be made available for all POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT in disqualification of the bid. The state will not ACCEPT ANY OTHER DOCUMENTATION TO VERITY ATTENDANCE. SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO REQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes,
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia, Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division, Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5, Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

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

Request for Quotation

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DEFK11038

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TARA LYLE 304~558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099 304-341~6368

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

Request for Quotation DEFK11038

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DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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State of West Virginia
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Charleston, WV 25305-0130

Request for Quotation

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 60130
Charleston, WV 25305-0130

Request for Quotation DEFK11038

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TARA LYLE 304-558-2544

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

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DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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06/16/2011 01:04

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TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

ADDRESS CONTROL REPORT OF THE PROPERTY OF THE

1707 COONSKIN DRIVE

CHARLESTON, WV 25311-1099 304-341-6368

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Charleston, WV 25305-0130

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Quotation
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TARA LYLE

GRG

DEFK11038

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TARA LYLE	·
304-558-2544	

RFQ COPY TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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

Request for Quotation

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DEFK11038

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RFQ COPY TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

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BID OPENING DA	00/20/20/20	MUMBER DEEL	UNIT PRICE	AMOUNT
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	25305. TELEPHONE: (304) 558-7	7890,		
	WEST VIRGINIA STATE CODE 21-11 PROSPECTIVE BIDDER TO INCLUDE LICENSE NUMBER ON THEIR BID.	-11 REQUIRES THE CONTRACT	S ANY TORS	
	BIDDER TO COMPLETE:			,
	1 1 1	iver Grou		
	CONTRACTORS LICENSE NO . WY	274801		
	THE SUCCESSFUL BIDDER VILL BE COPY OF THEIR CONTRACTORS LIC A PURCHASE ORDER/CONTRACT	REQUIRED TO INSE PRIOR TO	FURNISH A O ISSUANCE OF	
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	ANY INFORMATION PROVIDED IN SANY OTHER SOURCE, VERBAL OR WORK ALTERS THE INFORMATION PROPERTIES IN THE ABOVE PARAGREFFECT.	RITTEN, WHIC VIDED FROM T	H CONTRADICTS HE SOURCES AS	
	BANKRUPTCY: IN THE EVENT THE FOR BANKRUPTCY PROTECTION, THE CONTRACT NULL AND VOID, AND T	E STATE MAY	DEEM THE	
	WITHOUT FURTHER ORDER. REV. 5/2009			
	BEE REVERBE SIDE	DE TERMS AND CONDIT	ONE DATE	
SIGNATURE	Follows	I salaman d'appliant		
THLE	FGIN		ADDRESS CHANGES	TO BE NOTED ABOVE

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

Request for

GRG

SWAR HONOMBER DEFK11038

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TARA LYLE 804-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099 304-341-6368

BID OPENING DATE 06/16/2011 BID OPENING TIME ini QUANTITY TEM NUMBER UNIT PRICE AMOUNT NOTICE SIGNED BID | MUST | BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 2\$305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID -TL/32-*-*BUYER:-REQ. NO :----DEFK11038----BID OPENING DATE: |----|-06/16/2011----BID OPENING TIME: |----|-1:30 PM------Please provide a fax number in case it is necessary to contact you regarding your bid: 59 Y PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ree revease side for teams and concitions PIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

SECTION I – BASE BID AND ALTERNATES

GRG

(Bidder to insert date bid submitted)

SUBMITTED BY:

River Group UC (hereinafter called "Bidder").

West Virginia Contractor's License Number: WV

SUBMITTED TO: The State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda issued, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

ELKINS AFRC UTILITY EXTENSION ELKINS, RANDOLPH COUNTY, WEST VIRGINIA

All in accordance with the Drawings and Specifications as prepared by Capitol Engineering, Inc., 1206 Kanawha Blvd E, Suite 201, Charleston, WV 25301.

BASE BID:

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 120 calendar days (or less, if feasible) from Notice to Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with GP-54 of the General Provisions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Additional schedule requirements for this contract include: 1) Clearing and grubbing for the right-of-way shall be completed within 15 calendar days from Notice to Proceed; 2) Water service for domestic use must be substantially complete within 75 calendar days from Notice to Proceed.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and their proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including

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maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Δ.	51.	# 5 6 15	•
# 	1961	MA MIN	

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same effect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:	
FirmGreen River Group UL	By: /// W
Address PO BUX 18039	Title: managing menter
Address: Moxicutoun wideson	Phone: 304 594 - 399
Address:	Fax: 304/ 594: 3992
Tax Cert#: 55 0735010	

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the work, unit costs as stated below shall be the basis of all adjustments in Contract Sum.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
SITE GE	NERAL CONTRACT ADMINISTRATION			12 ~.	12 cm CC
1	Mobilization/Demobilization	11	LS	12,000,00	
2	General Administration	1	. <u>LS</u>	2carca.	5 C 000
3	Project Quality Control	1	LS	12,000,00	(2) oce. oc
4	WVDOH Encroachment Permit (Allowance)	<u> </u>	LS	\$6,000.00	\$6,000.00
SITE PR	EPARATION			~ ~ ~	~2 ~~~ ~~
5	Site Preparation	1	LS	2),000,00	2)000.0~
6	Sediment and Erosion Control	11	LS	5,cococ	5,000,00
7	Waste Removal	2	TN	50,00	50.00
EARTH)	work			4	
	Unclassified Excavation	1	LS	15,00c.00	
	Soil Drying	5	TN	5.00	45,00
10	Soil Conditioning - 12"	700	SY	5-60	2 cc. 00
- 11	Over-Excavation	100	SY	2,00	200'CA
12	6" Subsurface Drains	500	LF	11.00	5,500,0~
ROADS	• • • • • • • • • • • • • • • • • • • •		•		
13	HMA Wearing Course	200	TN	130,00	26 000.00
14	WVDOH Type A Pavement Repair	550	LF	99,00	34450.00
15	Gravel Paving	200	SY	10.00	Z,000.04
	<u> </u>				
	LLANEOUS	ז	LS	19 ccc.c	5 19 coch co
16	Revegatation	100	~~	15,00	1 500,00
17	Field Fencing	1	EA	Sco, Cc	5cc.c0
18		500	LF	55.00	25,000.00
19	Security Fencing 12' Swing Gate	•	EA	1,80c.00	3,60c.co
20	Bollards	10	EA	600,0e	₹ 000,00
	· ·		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
WATER		8,400	LF	Soice	168,000,00
22	6" PVC Water	200	- LF	4500	\$ 400.00
23	6" DIP Water	60	- LF	6/100	3,000,00
24	8" DIP Water	160	- <u>- L</u> F	50, Ce	11,200,00
25	12" DIP Water	110	- LF	230,00	2750000
26	12" Steel Casing (Bore and Jack) 12" Steel Casing (Open Cut)	60	LF	74 00	45cc.cc
27	· · · · · · · · · · · · · · · · · · ·	330	_ <u></u>	32.00	1056000
28		1	EA	23000	
29		5	EA	1560,00	7,500,00
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NÓ.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
SEWER				200'ce	3000.00
35	Manholes, Sanitary Sewer	6	VF	<u> 300,</u>	<u> </u>
36	Frame and Cover, Sanitary Sewer	1	EA	Scoice	2.00°00
37	8" PVC Sanitary Sewer	420	LF	3c,cc	12,600,Ca
38	4" PVC Sanitary Sewer Force Main	4,400	LF	18,00	66 00c.00
39	Lift Station, Sanitary Sewer	1	LS	22,000,000	178,000,00
40	8" Steel Casing (Open Cut)	50	LF	46.ce	2300, Ce
41	Concrete Encasement, Sewer	180	LF	32.0	5,760.00
42	Air and Vacuum Release Valvo	2	EA	2000,C0	4,000.00
43	Connection to Existing Sewer Main	1	LS	11.ccc.cc	11,000.00
44	Cleanout, Sanitary Sewer Force Main	4	EA	12000	4,800.00
STORM	DRAINAGE				•
45	Type 4 Ditch	200	LF	12,00	2,400.0°
DOWED	AND COMMUNICATIONS				3000.00
46	Transformer Pad	1	LŞ	3000°C0.	<u> </u>
40	Lightstormer Lad	*		·	
				BID TOTAL	\$5,000,00
				ds 1	(1)<1>
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RED NO. DEFK 11038

STATE OF WEST VIRGINIA Purchasing Division .

PURCHASING AFFIDAVIT

West Virginia Code §6A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount,

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

witness the following signature	^
Vendor's Name: Green & use	Grouple
Authorized Signature:	Date: U Ly []
State of UV	
county of Monagala, to-with	
Taken, subscribed, and sworn to before me this	
My Commission expires 8/21/1	20]3
AFFIX SEAL HERE	NOTARY PUBLIC TO CO
APPIA DEAL HENC	OFFICIAL SEAL OFFICIAL SEAL
	NO STANSOT VIRGINIA
	John Howard Motors
	1730 Niles WV 26505 Purchasing Attidevit (Revised 12/15/09)
	May Commission Expires August 21, 2010

08/16/2011

01:04



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

STATE OF
COUNTY OF MONOIGUE, TO-WIT:
state as follows:
1. I am an employee of Green Piver Groupic; and, (Company Name)
Z. I do hereby attest that Feen River Grand UC (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Green Riber Group UC (Company Name)
By: Manasing member
Date: 6/16/11
Taken, subscribed and sworn to before me this 16 day of June 11.
By Commission expires a Artist Conference of
Rev March 2009

Agend	y D	ivision of Engineering	& Facilities
REQ.	P.O	#DEFK11038	
Bond	#	19243	

BID BOND

of Morgantown	West Virginia	as Principal, and Southwest Marine and General Insurence Company
of Reynoldsburg		corporation organized and exlating under the laws of the State of
izona with its princi	ipal office in the City of Atlanta, G	A as Surety, are held and firmly bound unto the State
Meet Wirdinia as Obliges in	the penal sum of Hundred and	Thousand Five: 82,500,00) for the payment of which,
trest vilginia, so obligoon in	sintly and severally bind ourselves.	our heirs, administrators, executors, successors and assigns.
II BIIO tidiy to be made, we je	and devotors, but develope,	
	s	s the Principal has submitted to the Purchasing Section of the
The Condition of the a	bove obligation is such that wherea	s the principal mass submitted to protect a contract in writing for
partment of Administration a	certain bid or proposal, attached ne	ereto and made a part hereof, to enter into a contract in writing for
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	Service Committee Committe	the state of the s
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NOW THEREFORE,		
(a) If said bid shall be	e relected, or	
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IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Relead corporate seals must be affixed, a power of attorney must be attached.

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

919 Third Avenue 10th Floor New York, New York 10022

GENERAL POWER OF ATTORNEY

Know all men by these presents, that the SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint Donald J. Kersey, Birmingham, Alabama, Diane M. Bailey, Phoenix, Arizona, Stefan E. Tauger, Parker, Colorado, Andrew C. Heaner, Atlanta, Georgia, Richard L. Shanahan, Atlanta, Georgia, Lloyd Randall Deal, Kennesaw, Georgia, Arthur S. Johnson, Atlanta, Georgia, Donald H. Gibbs, Atlanta, Georgia, Jessica I. Boone, Locust Grove, Georgia, Martha G. Ross, Charlotte, North Carolina, Jeffery L. Booth, Parma, Ohio, James E. Feldner, West Lake, Ohio, David R. Brett, Columbia, South Carolina, Cheryl L. Torrao, Canton, Georgia, Garry W. Black, Murfreesboro, Tennessee, and Diane L. McLain, Fitchburg, Wisconsin EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surery. bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Frequeive Committee of the Board of Directors of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY on the 19th day of December, 2006:

RESOLVED, that the Chairman and Chief Executive Officer or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY bonds. undertakings and all contracts of suretyship; and, that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its Vice President and attested by its Secretary this 20th day of June, 2008.

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

By for Mark	By: Thomas J. Iacopelli, Vice President
Paul J. Hart, Secretary	
STATE OF NEW YORK SS:	
COUNTY OF NEW YORK	
that he resides in the Westchester County, Sta	pefore the personally came <u>Thomas I. lacopelli</u> to me known, who being by me duly sworn, did depose and late of New York, at 75 Taxter Road, Irvington, New York 10533, that he is the Vice President of INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he

thereto pursuant to due authorization. JEAN M. GUARNERI Notary Public, State of New York No. 01GU8066639 STATE OF NEW YORK Qualified in Richmond County Qualified in Richmond County Commission Expires 2009 COUNTY OF NEW YORK Commission Expires November 19, 20 L

knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name

I, the undersigned, the Secretary of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, an Arizona Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and scaled at the City of New York, Dated the 16th

Number 19243 -

Attest:

Southwest Madne And General Insurance Company NAIC Company Code (12294) NAIC Group Code (0256)

GRG

Statutory Financial Statement

As of December 31, 2008

Assets		Liabilities	
Bonds	\$ 23,963,802	Reserve for losses and loss Expenses	\$ 8,672,928
Stocks	•	Reserve for Unearned Premiums	6,003,973
Cash and Short Term investments	2,666,301	Reserve for Expenses, Taxes, Licenses and Fees	94,827
Agents Salances or Uncollected with Reinsured Companies	5,167,636	Other Liabilities	420,298
Funds Held by or Deposited with	8,923,122	Total Liabilities	\$ 15,192,024
Reinaured Companies	-14	Policyholders' Surplus	
Other assets	894,200	Capital Stock	27,000,000
		Suiplus	(586,963)
	•	Total Policyholders' Surplus	\$ 26,413,037
Total Assets	\$ 41,605,061	Total Liabilities and Policyholders' Surplus	\$ 41,605,081
Sonds and stacks are subject to see the second			

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC)

Cortificate

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any tions or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and adductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statemen instructions and Accounting Practices and Procedures manual except that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

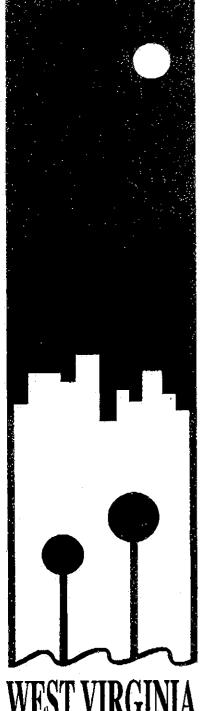
President

State of New York County of New York

On the 21st day of April, 2009, before me came the above named officers of the Southwest Marine And General Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing insurance that affixed the seal of said company thereto by authority of their office.

JEAN M. GUARNERI
Notary Public, State of New York
No. 01GU6068639
Qualified in Richmond County
Commission Expires November 19, 20

Ran Junen



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

3045941125

WV024807

Classification:

GENERAL ENGINEERING

GREEN RIVER GROUP LLC DBA GREEN RIVER GROUP LLC PO BOX 18039 MORGANTOWN, WV 26507-8039

Date Issued

Expiration Date

OCTOBER 11, 2010

OCTOBER 11, 2011

Authorized Company Signature

Chair, 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.



304-342-1166

*709042652

CHARLESTON WV



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

25311

CONTRACTORS ASSOCIATION OF WV

2114 KANAWHA BLVD EAST

Request for

GRG

Chine Control of the TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099 304-341-6368

DATEPHINTED FARIGHTERMS 05/26/2011 UNITARICE AMOUNT: ADDENDUM NO. 1 TO ADD THE FOLLOWING PAGES: A. ADVERTISEMENT FOR BIDS B. MAP 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN disqualification of your bid. END OF ADDENDUM NO.-1 0001 JB 968-20 1 UTILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER THIS IS THE END OF RFQ DEFK11\$38 ** TOTAL: see heverse side for terms and conditions SIGNATURE TELEPHONE CATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR'



06/16/2011

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

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*709050315 304-594-3991 GREEN RIVER GROUP LLC PO BOX 18039

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

MORGANTOWN WV 26507-8039

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EXHIBIT 10

REQUISITION NO. DEFK 11 U36

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

GRG

ADDENDUM NO.'S:

NO. 1 5/24/11

NO. 2 . [8]1

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY 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.

SIGNATURE

Green River G-roupe c

DATE

REV. 11/96