

GREEN RIVER GROUP LLC

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

RECEIVED
OCT 11 A 11:32
PURCHASING DIVISION
STATE OF WV

FAX TRANSMISSION LETTER

TO: State of WV Purchasing Division

FROM: Green River Group, LLC

RFQ# COR61507

DATE: 6-Oct-11 TIME: _____

NO. OF PAGES (INCLUDING THIS PAGE) 34

IMPORTANT

Please complete the information below and affix the label to the outside of you bid envelope. Thank You

Sealed Bid Enclosed

RFQ# COR61507
Buyer: TL/32
Bid Opening Date: 10/11/2011
Bid Opening Time: 1:30 PM

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 Quotation

RFQ NUMBER
 COR61507

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Green River Group LLC
 PO Box 12059
 Morgantown WV 26507
 709050315

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2011				

BID OPENING DATE: 10/11/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		088-68	294,630.00	294,630.00
PAVING THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPAIR AND FIX PRIVATE ROADS AT THE PRUNTYTOWN CORRECTIONAL CENTER PER THE ATTACHED SPECIFICATIONS. INQUIRIES:						

 PLEASE NOTE THERE IS A MANDATORY PRE-BID MEETING SCHEDULED FOR 09/07/2011 AT 9:30 AM AT THE PRUNTYTOWN CORRECTIONAL CENTER LOCATED IN GRAFTON, WV.
 PLEASE PRE-REGISTER PRIOR TO THE MEETING WITH MICHAEL REGER AT 304-265-6111 OR BY EMAIL AT MICHAEL.J.REGERO@WV.GOV

 PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 594-3991 DATE: 10/11/11
 TITLE: Managing member FEIN: 550739010 ADDRESS CHANGES TO BE NOTED ABOVE
 WHEN RESPONDING TO RFQ, 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. §148-1-0.6).



State of West Virginia
 Department of Administration
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VENDOR

SHIP TO

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 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
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 26354-9306 304-265-6111

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<p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 09/15/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 09/07/2011 AT 9:30 AM AT THE PRUNTYTOWN CORRECTIONAL CENTER. 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 REPRESENT MORE THAN ONE BIDDER.</p> <p>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 PRE-BID. 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 VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 14B-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-10-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 10, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE</p>						

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<p>TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR TAYLOR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO</p>						

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				ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., , SEC., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,		

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<p>ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

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RFQ NUMBER
 CORE1507

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 7

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CARA LYLE
 304-558-2544

RFQ COPY
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VENDOR

BIDDER

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
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EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10						
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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.						
ADDENDUM NOS.						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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 Group, LLC COMPANY						
10/11/11 DATE						

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	REV. 11/96					
<p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305, TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Green River Group LLC</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 024807</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"



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

**Request for
 Quotation**

RFQ NUMBER
 COR61507

PAGE
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
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DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A

GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/19/2011				
BID OPENING DATE: 10/11/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----TL/32-----</p> <p>REQ. NO.: -----COR61507-----</p> <p>BID OPENING DATE: -----10/11/2011-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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 Post Office Box 80130
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Request for Quotation

RFQ NUMBER
COR61507

PAGE
11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A

GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/19/2011				

BID OPENING DATE: **10/11/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: ----- 1:30 PM ----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304 594-3992</u> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Steve Calvert</u>						
***** THIS IS THE END OF RFQ COR61507 ***** TOTAL:						<u>\$ 294,630.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGED TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

COR61607Pruntytown Correctional Center

INSTALL NEW BLACKTOP PAVEMENT ON THE ROAD AT ENTRANCE TO ADMINISTRATIVE I BUILDING AND ROAD TO AND AROUND UNITS BUILDINGS 18, 19, AND 20 AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

The Pruntytown Correctional Center (PCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for removal of the old blacktop pavement, installation of a good base for the blacktop, and new blacktop pavement on the road entering the Administration I Building and behind the building to and around Unit Buildings 18, 19, and 20.

A mandatory pre-bid conference is scheduled for September 7, 2011 at 9:30 AM at the Pruntytown Correctional Center. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Michael Reger

Phone: 304-265-6111

Email: Michael.J.Reger@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications:

SUMMARY OF PROJECT:

At Pruntytown Correctional Center, there are two areas that will require work to be done. The first at the entrance to the Main Administrative I Building and the second is the road that is behind the Administrative I building that goes up to Unit Buildings 18, 19, and 20. See attached two (2) pictures.

1. At the entrance to the Administrative I Building, right off of route 250, the road is breaking apart and needs to be fixed. When the road was first installed, it was originally made with bricks. Some time ago, blacktop was installed on top of the bricks. Earlier this year, cold patch was installed in this area. The cold patch held for a short period of time, but now needs fixed. Please note there may be a water drainage issue that must be fixed to fix the issue.

There is an estimated 18 linear feet long of road that is 12 linear feet wide at the entrance to the Administrative I Building. Please note these are estimated measurements and it will be the Contractors responsibility to obtain the exact measurements.

2. The road behind the Administrative I Building going up and around Unit Buildings 18, 19, and 20 used to be a dirt road with a little bit of gravel underneath the existing blacktop pavement. The blacktop was installed on top of the existing dirt/gravel. The existing blacktop pavement has broken apart and is sinking in a number of locations. There is a certain portion of the road that is not usable and has been closed off.

The existing blacktop pavement must be removed. A new hard base made of crushed gravel or crushed stone must be put down. A new blacktop pavement must be put down over top the new base. The new pavement must cover the same areas as what existing pavement did.

There is an estimated 3,091 linear feet long of road that is 12 linear feet wide. Behind Unit Building 19, there is a road that there is a section that is about 50 linear feet long and 12' linear feet wide that needs replaced. Between Unit Buildings 19 and 20 there are two (2) parking lot areas that need replaced. The first is about 45' linear feet long and 35 linear feet wide and the second is about 50' linear feet long and 50 linear feet wide. The two (2) parking lots will also need parking lines painted. Please note these are estimated measurements and it will be the Contractors responsibility to obtain the exact measurements.

The Specification Section 02300 – Earthwork and 02471 – Hot-Mixed Asphalt Paving are listed below.

AWARD:

This contract will be awarded to the vendor with the lowest bid meeting all of the specifications.

SECTION 02300 - EARTHWORK

Part I GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Preparing subgrades for future construction, slabs-on-grade, walks, pavements, lawns, and plantings.

1.2 DEFINITIONS

- A. Engineered fill: Soil materials used to fill an excavation.
- B. Borrow: Soil imported from approved off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations.
1. Additional Excavation: Excavation below subgrade elevations as directed by Owner.
 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.
- D. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- E. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 SUBMITTALS

Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.4 QUALITY ASSURANCE AND QUALITY CONTROL

A. QUALITY ASSURANCE

B. FIELD QUALITY CONTROL

1. Testing Agency: The Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.

2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
3. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct 10 percent testing on soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
4. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - a. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area, but in no case fewer than five tests.
5. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility company immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility company.
- D. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
 1. Provide minimum of 72-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from on-site excavation.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, GC, SC, ML, CL, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT, or a combination of these group symbols. Except MH & CH soils may be used for grading and final pipe backfill in green space areas.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Sawcut all concrete or pavement.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. **Unclassified Excavation:** Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
1. If excavated materials intended for fill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. Slope sides of excavation. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
 3. **Shoring and Bracing:** Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
- B. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

3.5 APPROVAL OF SUBGRADE

- A. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.
1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner.

3.7 ENGINEERED FILL

- A. **Preparation:** Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.

3. Under steps and rungs, use satisfactory soil material.
4. Under building slabs, use satisfactory soil material.
5. Under footings and foundations, use satisfactory soil material.

3.8 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.9 COMPACTION OF ENGINEERED FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 98 percent.
 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SPECIFICATION SECTION 02741 - HOT MIXED ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes provisions for hot-mixed asphalt paving over prepared subbase.

1.2 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

1.3 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry. Base course may be placed when air temperature is above 30 deg F (minus 1 deg C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

1.4 WARRANTY

- A. One (1) year on the project and this includes material and labor.
- B. Minimum requirements of the Manufacturer's warranty on material.

1.5 PERMITS

- A. Contractor shall secure and pay for any required permit and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

PART II - PRODUCTS

2.1 MATERIALS

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations. The materials shall conform to the requirements of the indicated subsections of Division 700 of the WV Division of Highways Standard Specifications for Roads and Bridges, current edition.
- B. Coarse Aggregate: Subsection 703.1-3.
- C. Fine Aggregate: Subsection 702.3.

- D. Mineral Filler: Subsection 702.4.
- E. Asphalt Cement: Subsection 705.5.
- F. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70 or MC-250.
- G. Tack Coat: Bitulified asphalt; ASTM D 977.
- H. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.

1. Manufacturers: Subject to compliance with requirements, provide products of one of the following:

- a. Ciba-Geigy Corp.
- b. Dow Chemical U.S.A.
- c. B.I. Du Pont de Nemours & Co., Inc.
- d. FMC Corp.
- e. Thompson-Hayward Chemical Co.
- f. U.S. Borax and Chemical Corp.
- g. Or equal manufacturer

I. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type I.

- 1. Color: White.
- 2. Color: Blue (for handicapped parking symbols).

2.2 ASPHALT-AGGREGATE MIXTURE

- A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and conforming to the requirements of the West Virginia Department of Highways, Standard Specifications for Roads and Bridges, latest edition.

PART III - EXECUTION

3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.
- B. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- C. Notify Owner of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

- D. **Herbicide Treatment:** Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.
- E. **Prime Coat:** Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- F. **Tack Coat:** Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
- G. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. **General:** Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. **Paver Placing:** Place in strips not less than 10 feet wide, unless otherwise acceptable to Owner. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. **Joints:** Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

3.3 ROLLING

- A. **General:** Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. **Breakdown Rolling:** Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. **Second Rolling:** Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.

- E. **Finish Rolling:** Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F. **Patching:** Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. **Protection:** After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. **Erect barricades** to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 PARKING LOT MARKINGS

- A. **Cleaning:** Sweep and clean surface to eliminate loose material and dust.
- B. **Striping:** Use chlorinated-rubber base parking lot marking paint, factory-mixed quick-drying, and non-bleeding.
- C. **Do not apply** traffic and lane marking paint until layout and placement have been verified with Owner.
- D. **Apply paint** with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

3.5 FIELD QUALITY CONTROL

- A. **General:** Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by an independent testing laboratory hired by the Contractor. Repair or remove and replace unacceptable paving as directed by Owner.
- B. **Thickness:** In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. **Base Course:** Plus or minus 1/2 inch.
 - 2. **Surface Course:** Plus or minus 1/4 inch.
 - 3. **Surface Smoothness:** Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area.
 - 4. **Surfaces will not be acceptable** if exceeding the following tolerances for smoothness:
 - a. **Base Course Surface:** 1/4 inch.
 - b. **Wearing Course Surface:** 3/16 inch.

c. **Crowned Surfaces:** Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

END OF SECTION 02741

RFO # COR61507

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW BLACKTOP PAVEMENT ON THE ROAD AT ENTRANCE TO ADMINISTRATIVE I BUILDING AND ROAD TO AND AROUND UNITS BUILDINGS 18, 19, AND 20 at the Pruntytown Correctional Center in the Taylor County.

BID FORM

Bidder's Company Name: Green River Group LLC

Bidder's Address: PO Box 18039

Morgantown WV 26507

Remittance Address: _____

(If different) _____

Phone Number: 304/ 594-3991

Fax Number: 304/ 594-3992

Email Address: Scalvertgrg@aol.com

WV Contractor's License Number: WV 024807

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID

Two Hundred Ninety Four Thousand Six Hundred Thirty ⁰⁰/₁₀₀

(\$ 294,630.⁰⁰) (Total to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

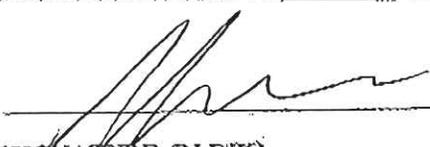
Failure to use this bid form will result in automatic disqualification.

RESPECTFULLY SUBMITTED:

DATE: 10/11/11

WV VENDOR NO.: 709056315

CONTRACTOR LICENSE NO.: WV 024807

BY: 
(SIGNATURE, IN INK)

TITLE: Managing member

FIRM NAME Green River Group LLC (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: PO Box 18039
Morgantown WV 26507

END OF BID FORM



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

Request for Quotation

RFQ NUMBER
COR61507

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ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

*709050315 304-594-3991
 GREEN RIVER GROUP LLC
 PO BOX 18039
 MORGANTOWN WV 26507-8039

SHIP TO

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2011				

BID OPENING DATE: 10/11/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED 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	1	PAVING	JB	988-68		
***** THIS IS THE END OF RFQ COR61507 ***** TOTAL:						<u>294,630.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFQ NUMBER
COR61507

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

*709050315 304-594-3991
 GREEN RIVER GROUP LLC
 PO BOX 18039
 MORGANTOWN WV 26507-8039

VENDOR

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/27/2011				
BID OPENING DATE: 10/11/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO ATTACH THE ADDENDUM ACKNOWLEDGEMENT ENADVERTETNLY OMITTED FROM ADDENDUM NO. 1. 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. 2						
0001	1	JB		988-68		
	PAVING					
***** THIS IS THE END OF RFQ COR61507 ***** TOTAL:						294630. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO. COR 61507

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.

ADDENDUM NO.'S:

NO. 1 9/27/11

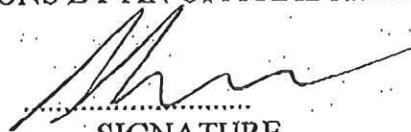
NO. 2 9/27/11

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 Group LLC
COMPANY

10/11/11
DATE



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV024807

Classification:

GENERAL ENGINEERING

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

Date Issued

OCTOBER 11, 2011

Expiration Date

OCTOBER 11, 2012



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.



Agency Purchasing
REQ.P.O# COR61507
Bond # 31706

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green River Group, LLC
of Morgantown, West Virginia, as Principal, and Companion Property and Casualty Insurance Company
of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of South Carolina, with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Twenty Two Thousand and No/100 (\$22,000.00) 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 COR61507 Repair and Fix Private Roads

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers. this 11th day of October, 2011.

Principal Corporate Seal

Green River Group, LLC
(Name of Principal)

By [Signature]
(Must be President or Vice President)

managing member
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact
Andrew C. Heaner

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, 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) including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

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 Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

RESOLVED, that the Chairman, President 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 in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, 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, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 25th day of FEBRUARY, 2011.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

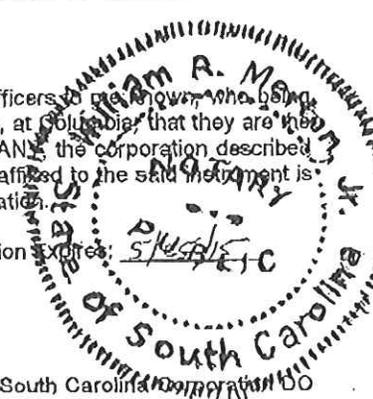
By: [Signature]
Charles M. Potok, President

[Signature]
Curtis C. Stewart, Senior VP & COO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 25th day of FEBRUARY, 2011, before me personally came the above named officers of the above named company, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia, South Carolina; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know 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 they signed their names thereto pursuant to due authorization.

[Signature]
William R. McEwan Jr
Notary Public, State of SC, qualified in Richland County Commission Expires: 5/15/11



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina 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 sealed at the City of Columbia, Dated the 11th day of October, 2011

[Signature]
Curtis C. Stewart, Senior VP & COO

Companion Property & Casualty Insurance Company

NAIC Company Code: 12157

NAIC Group Code: 661

Statutory Financial Statement

As of December 31, 2008

<u>Assets</u>		<u>Liabilities</u>	
Bonds:	\$ 232,645,846	Reserved for:	
Stocks:	\$ 43,475,267	a) Losses & LAE:	\$ 178,060,761
Cash & Short-term investments:	\$ 110,335,521	b) Unearned Premiums:	\$ 65,826,406
Agent's Balances or Uncollected Reinsured Companies:	\$ 26,906,743	c) Expenses, Tax, Licenses & Fees:	\$ 18,274,287
Deferred Premiums & Commissions not yet due:	\$ 21,524,788	Reinsurance Payables:	\$ 6,243,943
Funds held by, Due From with Reinsured Companies:	\$ 1,370,993	Payables to Parents, Subsidiaries, & Affiliates:	\$ 29,137,470
Other Assets:		Advanced Premiums:	\$ 927,811
Other Invested Assets:	\$ 14,862,431	Other Liabilities:	\$ 36,411,766
Notes Received:	\$ 0	Total Liabilities:	\$ 327,082,448
Investment Income Due & Accrued:	\$ 1,819,378		
Net Deferred Tax Asset:	\$ 8,106,693	<u>Policyholder Surplus</u>	
Guaranty Funds Receivable or on Deposit:	\$ 4,661,510	Capital Stock:	\$ 4,200,000
Electronic Data Processing Equipment:	\$ 76,777	Gross Paid-in & Contributed Surplus:	\$ 109,368,422
Receivables from Parent, Subsidiaries:	\$ 15,536,561	Unassigned Funds:	\$ 65,917,176
Aggregate Write-ins for Other than Invested Assets:	\$ 14,666,541	Total Policyholder Surplus:	\$ 179,486,600
Total Admitted Assets:	\$ 506,569,049	Total Liabilities & Policyholder Surplus:	\$ 506,569,048

Notes: Bonds & Stocks are valued in accordance with the basis adopted by the NAIC.

Certification: 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 herein-described assets were the absolute property of the said reporting entity, free and clear from any liens 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 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 deductions therefrom for the period ended and have been completed in accordance with the NAIC Annual Statement 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.

Notarized:





 Charles M. Potok, President



 Curtis C. Stewart, VP & CFO