



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)**Procurement Folder:** 49727**SO Doc Code:** CRFQ**Procurement Type:** Central Purchase Order**SO Dept:** 0603**Vendor ID:** 000000208641 **SO Doc ID:** ADJ1500000004**Legal Name:** GREEN RIVER GROUP LLC**Published Date:** 1/7/15**Alias/DBA:****Close Date:** 1/15/15**Total Bid:** \$508,945.00**Close Time:** 13:30**Response Date:** 01/15/2015 **Status:** Closed**Response Time:** 13:00**Solicitation Description:** Addendum No. 1 - FWAATS - responses to vendor questions**Total of Header Attachments:** 0**Total of All Attachments:** 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 49727

Solicitation Description : Addendum No. 1 - FWAATS - responses to vendor questions

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-01-15 13:30:00	SR 0603 ESR01151500000001679	1

VENDOR

000000208641
 GREEN RIVER GROUP LLC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Trench drain and concrete apron repairs				\$160,000.00

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description : Addendum No. 1 - See attached pages. Responses to vendor questions and pre-bid sign-in sheets attached. Bid opening remains on 01/15/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, materials, and all associated costs to rehabilitate the trench drain system and repair

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate Proposal #1 Concrete Slab Replacement				\$40,000.00

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description : Alternate Proposal #1 Concrete Slab Replacement

SECTION I – BASE BID AND ALTERNATES

Dated: 1/15/15
(Bidder to insert date bid submitted)

SUBMITTED BY:

Green River Group LLC (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 024807

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:

**FWAATS Trench Drain and Concrete Apron Rehabilitation
West Virginia Army National Guard
Bridgeport, Harrison 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.

CONTRACT ITEM #1

BASE BID:

For the Sum of: Four hundred seventy seven thousand six hundred twenty five dollars and zero cents
(\$477,625.00)

ALTERNATE(S)

The Owner may or may not select the alternate(s).

The contract will be awarded based on the grand total of the Base Bid and any Alternate Bid Item(s). Owner will select Alternate Bid Item(s) in the order presented in the bid documents, and Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

(‘Provide’ means ‘furnish and install’. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate).

Refer to Section 01030 “Alternates” for description of Alternate(s).

CONTRACT ITEM #2

Alternate Bid No. 1 – Concrete Slab Replacement

Add the Sum of: Thirty one thousand three hundred twenty dollars and zero cents
(\$ 31,320.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than **180 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.

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 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.)

#1 1/7/15 _____

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.

Contract Award: The contract is intended to provide the agency with a purchase price for the Contract Items. The contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item #2 (Add Alt. No. 1) will be awarded if funding is available.

SIGNATURE OF BIDDER:

Firm: Green River Group LLC

By: 

Address: PO BOX 18039

Title: Managing Member

Address: _____

Phone: 304 594-3991

Address: Morgantown, WV 26507

Fax: 304 594-3992

Tax Cert#: 55-073910

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 adjustments in Contract Sum.

The Engineer shall be notified if the Bidder's takeoff varies significantly from the Engineer's estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	General Administration (maximum 5%)	1	LS	22,000.00	22,000.00
2	Mobilization/Demobilization (maximum 5%)	1	LS	10,000.00	10,000.00
3	Quality Control (maximum 2%)	1	LS	3,680.00	3,680.00
4	B&O Tax Allowance (2% of total)	1	LS	10,200.00	10,200.00
5	Trench Drain Rehabilitation	327	LF	560.00	183,120.00
6	Expansion Joint Rehabilitation	300	LF	45.00	13,500.00
7	Control Joint Rehabilitation	7,250	LF	17.30	125,425.00
8	Random Crack Rehabilitation	1,000	LF	22.00	22,000.00
9	Pop-Out Repair	0	CY	9,000.00	0
10	Partial Depth Spall Repair	200	LS SY	317.00	63,400.00
11	Full-Depth Concrete Repair	70	SY	335.00	23,450.00
12	Pavement Marking	1	LS	850.00	850.00
				TOTAL	477,625.00

BID ALTERNATES

BID ALTERNATE #1 - CONCRETE SLAB REPLACEMENT

13	Concrete Slab Replacement	120	SY	261.00	31,320.00
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Adjutant Generals Office

Agency Division of Engineering & Facilities

REQ. P.O# ADJ15000004

Bond # 34544

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green River Group, LLC
of Morgantown, West Virginia, as Principal, and American Southern Insurance Company
of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of Kansas
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 Eight Thousand and No/100 (\$28,000.00) 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
ADJ150000004 - FWAATS Trench Drain and Concrete Apron Rehabilitation

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
15th day of January, 2015.

Principal Corporate Seal

Green River Group, LLC

(Name of Principal)

By 

(Must be President or Vice President)

managing member
(Title)

Surety Corporate Seal

American Southern Insurance Company

(Name of Surety)



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.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY


Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of 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 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 as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

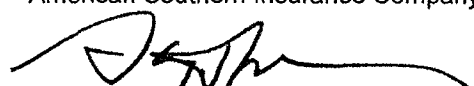
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

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 American Southern 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.

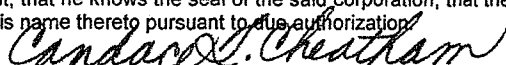
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of October, 2014.

Attest: 
Gail A. Lee, Secretary

American Southern Insurance Company
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 6th day of October, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he 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 thereto pursuant to due authorization.

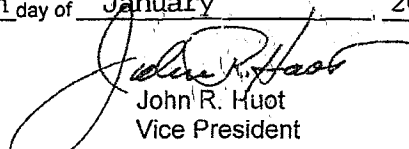

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

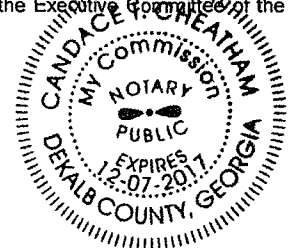
STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas 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 Atlanta, Dated the 15th day of January, 2015

Power No. 34544


John R. Huot
Vice President



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Green River Group LLC

Authorized Signature:  Date: 1/15/15

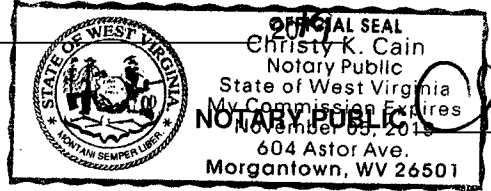
State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 15 day of January, 2015.

My Commission expires 11/5

AFFIX SEAL HERE




Purchasing Affidavit (Revised 07/01/2012)



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

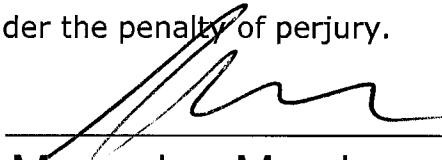
**STATE OF WEST VIRGINIA,
COUNTY OF Monongalia, TO-WIT:**

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

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

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

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

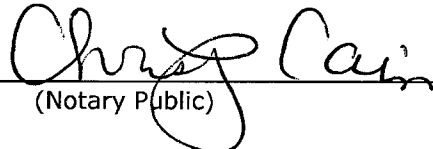
By: 
 Title: Managing Member
 Company Name: Green River Group LLC
 Date: 1/15/15

Taken, subscribed and sworn to before me this 15 day of January, 15.

By Commission expires 11/5/19

(Seal)




(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ - ADJ1500000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Green River Group LLC

Company



Authorized Signature

1/15/15

Date

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