



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 1

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 476137

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0307

Vendor ID: 

SO Doc ID: DEV1900000008

Legal Name: GREEN RIVER GROUP LLC


Published Date: 8/1/18

Alias/DBA:

Close Date: 8/7/18


Total Bid: \$3,033,500.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description: 

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 476137

Solicitation Description : Addendum 1 - Demolition and Removal of Debris - Region 4

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-07 13:30:00	SR 0307 ESR08071800000000555	1

VENDOR
000000208641 GREEN RIVER GROUP LLC

Solicitation Number: CRFQ 0307 DEV1900000008

Total Bid : \$3,033,500.00 **Response Date:** 2018-08-07 **Response Time:** 12:32:05

Comments:

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature on File	FEIN #	DATE
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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	Demolition services				\$3,033,500.00

Comm Code	Manufacturer	Specification	Model #
72141510			

Extended Description : ***If Vendor is submitting bid online, Vendor must upload and attach the Exhibit A Pricing Page. Total Bid Amount from the Exhibit A Pricing Page is the amount Vendor is to enter into wvOASIS commodity line when submitting online.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green River Group, LLC
of Morgantown, WV, as Principal, and International Fidelity Insurance Company
of Newark, NJ, a corporation organized and existing under the laws of the State of
NJ with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Demo & Removal of Debris for Region 4

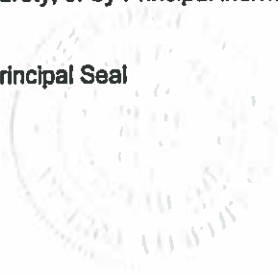
NOW THEREFORE,

- (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 Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 7th day of August, 2018.

Principal Seal



Green River Group, LLC
(Name of Principal)

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

Managing Member
(Title)

Surety Seal



International Fidelity Insurance Company
(Name of Surety)

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

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

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

Wheeling, WV.

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

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

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

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



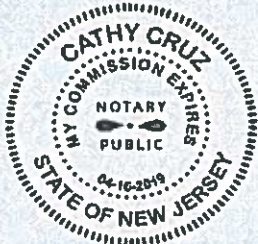
STATE OF NEW JERSEY
County of Essex

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



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

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



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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of August 2018

MARIA BRANCO, Assistant Secretary

Exhibit A
Pricing Page - Revised for Addendum 1

UNIT PRICE CONTRACT FOR DEMOLITION, DEBRIS REMOVAL, ASBESTOS ABATEMENT, AND HAZARDOUS MATERIAL REMOVAL - REGION 4

	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QTY	EXTENDED COST
001	Demolition and Removal of Single and Multiple Story Foundational Structures (Public, Private, Commercial) and Non-Foundational Structures (Trailers, Modulares, etc.)	Square Foot	20.00	120,000	\$2,400,000.00
002	Removal of Personal Property Debris (Structures that have been previously demolished but not removed).	Cubic Yard	90.00	75	\$ 6,750.00 -
003	Removal of Munciple Waste and Woody and Vegetative Debris.	Cubic Yard	50.00	20	\$ 1000.00 -
004	Filling in of Basements and Crawlspace.	Cubic Yard	13.00	20,000	\$260,000.00 -
005	Draining, Removal, and Backfilling of Septic Tanks	Per Tank	1100.00	40	\$ 44,000.00 -
006	Sealing, Filling In, and/or Capping Underground Wells	Per Well	800.00	40	\$ 32000.00 -
007	Removal of External Propane or Fuel Oil Tanks	Per Tank	550.00	40	\$ 22000.00 -
008	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of all Standing Structures.	Per Structure	450.00	120	\$ 54000.00 -
009	Inspection, Sampling, Testing, and Documentation of Asbestos Containing Materials of Personal Property Debris (Structures that have been previously demolished).	Per Structure	450.00	75	\$ 33750.00 -
010	Removal, Containment, and Transportation of Asbestos Containing Materials to an approved and properly licensed sanitary landfill. Line item includes Personal Property Debris.	Square Foot	20.00	3000	\$ 60000.00 -
011	Inspection, Sampling, Testing, and Documentation of Hazardous Materials.	Per Structure	500.00	120	\$ 60,000.00 -
012	Removal, Containment, and Transportation of Hazardous Materials to an approved and properly licensed sanitary landfill.	Per Structure	500.00	120	\$60,000.00 -
			TOTAL BID AMOUNT =		3,035,500.00 0.00

*Total bid amount includes all delivery and transportation costs. Estimated Quantities are for bidding and evaluation purposes only. The quantity used may be more or less than the stated estimated quantities.

Certification Regarding Lobbying

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Steven Rivera certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Steve Calvert, managing member,

Name and Title of Contractor's Authorized Official

8/6/18

Date

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Steve Calvert, Managing Member
(Name, Title)

[Signature]
(Printed Name and Title)

714 Venture Dr. # 180 Morgantown Wv 26508
(Address)

304 594-3991 304 594-3992
(Phone Number) / (Fax Number)

Scalvert@GreenRiverGroupLLC.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Green River Group LLC
(Company)

[Signature]
(Authorized Signature) (Representative Name, Title)

Steve Calvert, Managing Member
(Printed Name and Title of Authorized Representative)

8/7/18
(Date)

304 594-3991 304 594-3992
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Wesley River Uslop LLC

Company

[Signature]

Authorized Signature

8/7/18

Date

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



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 Energy LLC; and,
(Company Name)

2. I do hereby attest that Green River Energy LLC
(Company Name)

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

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

Printed Name: Steve Calvert

Signature: [Handwritten Signature]

Title: Managing Member

Company Name: Green River Energy LLC

Date: 8/7/18

Taken, subscribed and sworn to before me this 7 day of Aug, 18.

By Commission expires 11/5/19

(Seal)



[Handwritten Signature]
(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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Urban River Group LLC

Authorized Signature: [Signature] Date: 9/7/18

State of WV

County of Mon

Taken, subscribed, and sworn to before me this 07 day of Aug, 2018

My Commission expires 11/21/19, 2019



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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- | | |
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Wren River Group LLC
Company

[Signature]
Authorized Signature

9/17/18
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/3/2012

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Green River Group LLC.



Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary