



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

# State of West Virginia Purchase Order

Order Date: 03-12-2024

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CPO 0506 2848 BHS2400000002 1	<b>Procurement Folder:</b>	1365426
<b>Document Name:</b>	To re-issue contract	<b>Reason for Modification:</b>	
<b>Document Description:</b>	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT		
<b>Procurement Type:</b>	Central Purchase Order		
<b>Buyer Name:</b>	Crystal G Hustead		
<b>Telephone:</b>	(304) 558-2402		
<b>Email:</b>	crystal.g.hustead@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2021-10-27
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2023-12-16

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000204787			<b>Requestor Name:</b>	Mark S Fox
THE THRASHER GROUP INC				<b>Requestor Phone:</b>	(304) 356-4088
600 WHITE OAKS BLVD				<b>Requestor Email:</b>	mark.s.fox@wv.gov
BRIDGEPORT	WV	26330			
US					
<b>Vendor Contact Phone:</b>	304-343-7601	<b>Extension:</b>			
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

24

FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

4-12-24 60

<b>Total Order Amount:</b>	\$105,000.00
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Purchasing Division's File Copy

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: <i>Tara H</i> 4/1/2024 ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> DATE: <i>John D Gray</i> 4/2/2024 ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> DATE: <i>Sam O</i> 4-4-24 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

This contract identified as CPO BHS24\*02 is created for administrative purposes only and is intended to change the name of the vendor identified in Contract CPO BHS22\*01 from Dunn Engineers Inc, VC#000000203015 to The Thrasher Group, Inc, VC#000000204787. System limitations require that this contract be given a new number moving forward but the original contract, including all terms and conditions, price, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 12/16/2023

Old procurement folder 884060

No other changes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72121505	0.00000		0.000000	105000.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-10-27	2023-12-16				

**Commodity Line Description:** Barboursville School Wastewater Treatment Plant Replacement

**Extended Description:**

To provide engineering services for the design involving a wastewater treatment plant at The Barboursville School located at:

1535 Martha Rd.  
Barboursville, WV 25504

There will be no federal funds used on this project.



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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State of West Virginia  
**Purchase Order**

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 10-12-2021

Order Number:	CPO 0506 2848 BHS2200000001 1	Procurement Folder:	884060
Document Name:	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT	Reason for Modification:	
Document Description:	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT		
Procurement Type:	Central Purchase Order		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000203015			Requestor Name:	Stacey M Tully
DUNN ENGINEERS INC 400 SOUTH RUFFNER RD CHARLESTON WV 25314 US				Requestor Phone:	304-558-3834
Vendor Contact Phone:	999-999-9999	Extension:		Requestor Email:	stacey.m.tully@wv.gov
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0	<div style="font-size: 2em; font-weight: bold;">22</div> FILE LOCATION <u>46177</u>	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

10-25-21  
 [Signature]

Purchasing Division's File Copy

CONTAINED

Total Order Amount: \$175,000.00

CH 10/12/21

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <u>Linda Harper 10/25/21</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>[Signature]</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>[Signature]</u> 10/27/2021 ELECTRONIC SIGNATURE ON FILE
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10/26/2021

**Extended Description:**

THE VENDOR, DUNN ENGINEERS INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO A ONE-TIME CONTRACT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETE DESIGN PLAN FOR CONNECTING THE BARBOURSVILLE SCHOOL WASTEWATER TO THE EXISTING VILLAGE OF BARBOURSVILLE SEWER SYSTEM AS DESCRIBED IN THE ATTACHED DOCUMENTS AND PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, THE ADVERTISED CEOI DATED 06/02/2021, AND THE VENDOR'S SUBMITTED AND ACCEPTED PROPOSAL DATED 06/16/2021, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72121505	0.00000		0.000000	175000.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Barboursville School Wastewater Treatment Plant Replacement

**Extended Description:**

To provide engineering services for the design involving a wastewater treatment plant at The Barboursville School located at:

1535 Martha Rd.  
Barboursville, WV 25504

There will be no federal funds used on this project.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 180 calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached \_\_\_\_\_  
Revised 04/21/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/21/2021



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- \*\*\*INSURANCE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
WV DHHR  
350 CAPITOL ST, RM 350, CHARLESTON, WV 25301

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing\\_division@wv.gov](mailto:purchasing_division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021



WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**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.

F. Wayne Hypes  
(Name, Title)

F. Wayne Hypes, P.E., P.S., President  
(Printed Name and Title)

400 South Ruffner Rd., Charleston, WV 25314  
(Address)

(304) 342-3436  
(Phone Number) / (Fax Number)

dunneng@AOL.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Dunn Engineers, Inc.  
(Company)

F. Wayne Hypes  
(Authorized Signature) (Representative Name, Title)

F. Wayne Hypes, President  
(Printed Name and Title of Authorized Representative)

6/11/21  
(Date)

(304) 342-3436  
(Phone Number) (Fax Number)



# DUNN ENGINEERS, INC.

---

## APPENDIX 1

### WV DHHR - DUNN ENGINEERS, INC.

#### Barboursville School Sewer System Improvements Barboursville, Cabell County, West Virginia

#### SCOPE OF SERVICES

##### 1.0 *Project Scope*

The OWNER intends to decommission the existing wastewater treatment plant at the Owner's "Barboursville School" and construct a pumped sewer connection to the Village of Barboursville's sewage collection system. Engineering services will include, but not be limited to, obtaining environmental clearances and permits, design, assistance with bidding, construction administration, Resident Project Representation, preparation of record drawings and assistance with transferring the sewer connection facilities (pump station{s}, force main, etc.) to the Village of Barboursville.

##### 2.0 *Engineering Services*

###### A. Scope of Services

1. The ENGINEER shall make two (2) visits to the Barboursville School for consultation with the OWNER to review the site and verify details of the proposed scope of work.
2. The ENGINEER shall evaluate the OWNER's wastewater treatment and collection system, and obtain required clearances from state and federal regulatory agencies.
3. The ENGINEER shall prepare drawings, specifications, design report(s) and permit applications, and provide construction and post construction engineering services for the OWNER. These services shall also include assistance with negotiating the transfer of the completed facilities to the Village of Barboursville.

###### B. Deliverables

1. The ENGINEER shall provide three (3) paper and one (1) electronic copies of the plans, specifications, and design report to the OWNER, up to five (5) paper copies of the plans and specifications to the successful bidder, one (1) copy each (paper and electronic) of the record drawings, and two (2) paper copies of the Operation and Maintenance Manuals to the OWNER.

**C. Time of Performance**

1. **Design** - The ENGINEER shall deliver to the OWNER and to the Village of Barboursville one (1) paper copy of the preliminary design drawings within 80 days of receipt of written Notice to Proceed for review and comment. Upon receiving written comments, the ENGINEER shall revise the drawings within 21 days and submit permit applications to the WV Bureau for Public Health, the WV Department of Environmental Protection, and WV Division of Highways.
2. **Construction** - The ENGINEER anticipates the construction contract period to be a minimum of 180 days.
3. **Post Construction** - The ENGINEER shall provide both the OWNER and the Village of Barboursville each with one (1) paper and one (1) electronic copy of the record drawings within sixty (60) days of the Contractor achieving Substantial Completion.

**APPENDIX 1 - Page 2 of 2**



# DUNN ENGINEERS, INC.

---

## APPENDIX 2

### WV DHHR - DUNN ENGINEERS, INC.

#### Barboursville School Sewer System Improvements Barboursville, Cabell County, West Virginia

#### FEE SCHEDULE

The fees for engineering services shall be as enumerated below.

#### Schematic Design Phase

■ Preliminary Design (Lump Sum)	\$ 10,000
■ Permitting & Environmental Clearances (Lump Sum)	\$ 10,000
■ Surveying & ROW Assistance (Lump Sum)	\$ 10,000
■ Geotechnical Engineering (Lump Sum)	\$ 5,000
<b>Subtotal</b>	<b>\$ 35,000</b>

#### Design Development Phase

■ Final Design (Lump Sum)	\$ 35,000
---------------------------	-----------

#### Construction Documents

\$ 5,250

#### Procurement Phase

■ Bidding Services (Lump Sum)	\$ 10,500
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#### Construction Phase

■ Construction Administration (Lump Sum)	\$ 31,750
■ Post Construction (Lump Sum)	\$ 5,000
■ Resident Project Representative (Hourly)	\$ 52,500
<b>Subtotal</b>	<b>\$ 89,250</b>

**TOTAL**

**\$175,000**

APPENDIX 2 - Page 1



# DUNN ENGINEERS, INC.

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## STANDARD HOURLY RATES

Billing Class V:	Chief Project Representative	\$ 70.00 / Hour
Billing Class IV:	Project Representative	\$ 65.00 / Hour
Billing Class III:	Technician	\$ 65.00 / Hour
Billing Class II:	Project Engineer / E.I.	\$ 95.00 / Hour
Billing Class I:	Project Manager	\$125.00 / Hour
Principal		\$150.00 / Hour
Support Staff		\$ 45.00 / Hour

APPENDIX 2 - Page 2

400 SOUTH RUFFNER ROAD • CHARLESTON, WEST VIRGINIA 25314 • TEL (304) 342-3436 • FAX (304) 342-7823  
•EMAIL: dunneng@aol.com•

\\DUNN-CAD\Secretary\2001 - Current\2114 Barbourville School WWTP\Contract\Appendix 2 to Contract REV 10-06-21.wpd



# DUNN ENGINEERS, INC.

## APPENDIX 3

WV DHHR - DUNN ENGINEERS, INC.

Barboursville School Sewer System Improvements  
Barboursville, Cabell County, West Virginia

### LIMITS OF LIABILITY FOR THE INSURANCE

1. By ENGINEER:

a.	Worker' Compensation:	Statutory
b.	Employer's Liability:	
	1). Each Accident:	\$ 500,000
	2). Disease, Policy Limit:	\$ 500,000
	3). Disease, Each Employee:	\$ 500,000
c.	General Liability:	
	1). Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
	2). General Aggregate:	\$3,000,000
d.	Excess or Umbrella Liability:	
	1). Each Occurrence:	\$2,000,000
	2). General Aggregate:	\$2,000,000
e.	Automobile Liability:	
	1). Combined Single Limit (Bodily Injury and Property Damage) Each Accident:	\$ 500,000
f.	Other (Specify):	
	1). Professional Liability	\$1,000,000 / claim \$2,000,000 / year





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

State of West Virginia  
**Purchase Order**

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Date: 04-11-2022

Order Number:	CPO 0506 2848 BHS2200000001 2	Procurement Folder:	884060
Document Name:	CO 1	Reason for Modification:	CHANGE ORDER 01 IS TO ESTABLISH THE CONTRACT EFFECTIVE START AND EFFECTIVE END DATES, AND TO ISSUE THE NOTICE TO PROCEED FOR THE CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONT..... See Page 2 for complete info
Document Description:	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT		
Procurement Type:	Central Purchase Order		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-10-27
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-04-25

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	00000203015			Requestor Name:	Stacey M Tully
DUNN ENGINEERS INC				Requestor Phone:	304-558-3834
400 SOUTH RUFFNER RD				Requestor Email:	stacey.m.tully@wv.gov
CHARLESTON	WV	25314		<div style="font-size: 2em; font-weight: bold;">22</div> FILE LOCATION <u>47269</u>	
US					
Vendor Contact Phone:	999-999-9999	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802	STATE OF WEST VIRGINIA
HEALTH AND HUMAN RESOURCES	JOBSITE - SEE SPECIFICATIONS
BBH/HF	
350 CAPITOL ST, RM 350	
CHARLESTON WV 25301-3702	No City WV 99989
US	US

4-14-22 BAT

Total Order Amount:	\$175,000.00
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Purchasing Division's File Copy

**ENTERED**

CH 4/13/22

PURCHASING DIVISION AUTHORIZATION DATE: <u>Linda Harper 4-14-22</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>[Signature]</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>Beverly Toler 4-18-22</u> ELECTRONIC SIGNATURE ON FILE
--	--	---

4/18/2022

**Reason for Modification:**

CHANGE ORDER 01 IS TO ESTABLISH THE CONTRACT EFFECTIVE START AND EFFECTIVE END DATES, AND TO ISSUE THE NOTICE TO PROCEED FOR THE CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

CONTRACT TERM: 10/27/21 THROUGH 04/25/22

**Extended Description:**

CHANGE ORDER 01 IS TO ESTABLISH THE CONTRACT EFFECTIVE START AND EFFECTIVE END DATES, AND TO ISSUE THE NOTICE TO PROCEED FOR THE CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

CONTRACT TERM: 10/27/21 THROUGH 04/25/22

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72121505	0.00000		0.000000	175000.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-10-27	2022-04-25				

**Commodity Line Description:** Barboursville School Wastewater Treatment Plant Replacement

**Extended Description:**

To provide engineering services for the design involving a wastewater treatment plant at The Barboursville School located at:

1535 Mariha Rd.  
Barboursville, WV 25504

There will be no federal funds used on this project.



STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bill J. Crouch  
Cabinet Secretary

Bureau for Behavioral Health  
350 Capitol Street, Room 350  
Charleston, West Virginia 25301-3702  
Telephone: (304) 352-5548 Fax: (304) 558-1008

Christina R. Mullins  
Commissioner

August 17, 2021

Dunn Engineers, Inc.  
400 South Ruffner Rd.  
Charleston, WV 25314

Mr. Hypes,

Please accept this letter as notice to proceed for CPO BHS2200000001, for the Barboursville School Wastewater Treatment Plant. Purchase Order: CPO BHS2200000001 for this project specify that the initial work should begin on October 27, 2021 and last for a period of 180 calendar days, with work completed no later than April, 25, 2022.

I look forward to working with you and please do not hesitate to contact me if you have any questions or concerns during this project.

Sincerely,

A handwritten signature in black ink, appearing to read "S.M. Tully".

Stacey M. Tully

Procurement  
Bureau for Behavioral Health

Ok

A handwritten signature in black ink, appearing to read "Althea Greenhow".



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

State of West Virginia  
**Purchase Order**

Order Date: 06-13-2022

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Number:	CPO 0506 2848 BHS220000001 3	Procurement Folder:	884060
Document Name:	CO 2 To extend time	Reason for Modification:	Change Order 02 To Extend Contract
Document Description:	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT CO 02		
Procurement Type:	Central Purchase Order		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-10-27
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-16

VENDOR			DEPARTMENT CONTACT		
Vendor Customer Code:	000000203015		Requestor Name:	Stacey M Tully	
DUNN ENGINEERS INC 400 SOUTH RUFFNER RD			Requestor Phone:	304-558-3834	
CHARLESTON WV 25314			Requestor Email:	stacey.m.tully@wv.gov	
US			<div style="font-size: 2em; font-weight: bold;">22</div> <div style="font-size: 1.5em; font-weight: bold;">47239</div> <div style="font-weight: bold;">FILE LOCATION</div>		
Vendor Contact Phone:	999-999-9999	.Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage			Discount Days
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

6-22-22 BAT

Total Order Amount: \$175,000.00

Purchasing Division's File Copy

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: <i>Linda Harper 6-22-22</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Tolson 6-22-22</i> ELECTRONIC SIGNATURE ON FILE
--	--	--

*6/22/22*

**Extended Description:**

**Change Order**

Change Order No. 02 is issued to extend the original contract to 12/16/23 according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders. The extension of this contract is provided to complete the project. Effective date of change 04/25/22  
No other changes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72121505	0.00000		0.000000	175000.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-10-27	2023-12-16				

**Commodity Line Description:** Barboursville School Wastewater Treatment Plant Replacement

**Extended Description:**

To provide engineering services for the design involving a wastewater treatment plant at The Barboursville School located at:

1535 Martha Rd.  
Barboursville, WV 25504

There will be no federal funds used on this project.



# DUNN ENGINEERS, INC.

June 7, 2022

Althea M. Greenhowe  
Procurement Specialist, Senior  
WV Department of Health & Human Resources  
321 323 Capitol St.  
Charleston, WV 25301

*Time Extension  
OK  
June 11  
6-21-2022*

EMAIL ONLY  
[althea.m.greenhowe@wv.gov](mailto:althea.m.greenhowe@wv.gov)

**RE: Barboursville School WWTP Decommissioning  
Engineering Agreement - CPO BHS220000001  
Amendment #1 - Time Extension**

Althea M. Greenhowe:

Dunn Engineers, Inc. requests that a time extension of 600 days (to December 16, 2023) be approved for CPO BHS220000001 (Barboursville School Wastewater Treatment Plant Decommissioning) for the following activities and/or work elements:

- **Finalizing deeds and easements between the DHHR and the Village of Barboursville** (the DHHR will transfer ownership of the new pumping station site beside the School, along with the pumping facilities, pipelines and emergency generators, to the Village of Barboursville at the conclusion of construction) **120 days\***  
*\* Dunn Engineers has already prepared plats and descriptions and provided those to the Village's attorney, who has initiated contact with the DHHR to finalize these instruments.*
- **Assist with the Advertising, Bidding and Award of Construction Contract .. 90 days\***  
*\* These tasks will be undertaken by the DHHR and/or the WV Department of Administration. Dunn Engineers will provide stakeout services and answer any questions raised during the bidding process.*
- **Construction Services .. 300 days\***  
*\* Construction related services, including pre-construction conference, shop drawing review, construction engineering, Resident Project Representative services and site visits are projected to take approximately 120 days, of which 90 days will include actual construction by the Contractor; the other time will include shop drawing and submittal reviews and approvals.*

*The remaining 180 days will be required for material delivery and equipment manufacturing. A very recent "round table" discussion with a number of pipe, pump, control and fittings manufacturers revealed that "lead times" (placement of signed purchase order until delivery) for virtually every element of the proposed project, including the pipe, pumps, controls and emergency generators, are likely to be between 180 and 365 days, and that situation isn't forecast to improve for a year or more. An allowance of 180 days for the deliveries will be included in the proposed contract bid documents.*

400 SOUTH RUFFNER ROAD • CHARLESTON, WEST VIRGINIA 25314 • TEL (304) 342-3436 • FAX (304) 342-7823  
•EMAIL: [dunneng@aol.com](mailto:dunneng@aol.com)•

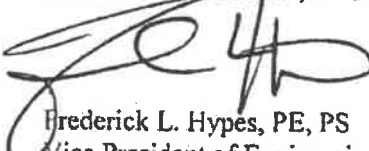
Althea M. Greenhowe, WVDHHR  
Barboursville School WWTP Decommissioning  
Engineering Agreement  
CPO BHS220000001  
Amendment #1 - Time Extension  
June 7, 2002 - Page Two

Please note that there are no price or cost revisions being proposed with this Amendment.

Should there be any questions, or should any additional information be required, please do not hesitate to call or email us.

Sincerely,

DUNN ENGINEERS, INC.



Frederick L. Hypes, PE, PS  
Vice President of Engineering

FLH:sz

c: Kris Wilcoxon, WVDHHR (via email only, [kristopher.r.wilcoxon@wv.gov](mailto:kristopher.r.wilcoxon@wv.gov))  
Stacey Tully, WVDHHR (via email only, [stacey.tully@wv.gov](mailto:stacey.tully@wv.gov))

Agreed





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

# State of West Virginia Purchase Order

Order Date: 02-22-2024

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CPO 0506 2848 BHS2200000001 4	<b>Procurement Folder:</b>	884060
<b>Document Name:</b>	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT	<b>Reason for Modification:</b>	Change Order No. 3 - to re-issue contract and close out contract.
<b>Document Description:</b>	BARBOURSVILLE SCHOOL WASTEWATER TREATMENT PLANT		
<b>Procurement Type:</b>	Central Purchase Order		
<b>Buyer Name:</b>	Crystal G Hustead		
<b>Telephone:</b>	(304) 558-2402		
<b>Email:</b>	crystal.g.hustead@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2021-10-27
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2023-12-16

VENDOR		DEPARTMENT/CONTACT	
<b>Vendor Customer Code:</b>	000000203015	<b>Requestor Name:</b>	Mark S Fox
DUNN ENGINEERS INC		<b>Requestor Phone:</b>	(304) 356-4088
400 SOUTH RUFFNER RD		<b>Requestor Email:</b>	mark.s.fox@wv.gov
CHARLESTON	WV 25314		
US			
<b>Vendor Contact Phone:</b>	999-999-9999	<b>Extension:</b>	
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

**24**  
 FILE LOCATION 50914

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802	STATE OF WEST VIRGINIA
HEALTH AND HUMAN RESOURCES	JOBSITE - SEE SPECIFICATIONS
BBH/MF	
350 CAPITOL ST, RM 350	
CHARLESTON WV 25301-3702	No City WV 99999
US	US

2-23-24 60

<b>Total Order Amount:</b>	\$70,000.00
----------------------------	-------------

Purchasing Division's File Copy

2-23-24

<b>PURCHASING DIVISION AUTHORIZATION</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b>	<b>ENCUMBRANCE CERTIFICATION</b>
<b>DATE:</b> 2/22/24	<b>DATE:</b> 2/22/24	<b>DATE:</b> 3-12-24
<b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ELECTRONIC SIGNATURE ON FILE</b>

5110004



**Extended Description:**

Change order No. 03 is issued for following -

1. For administrative purposes only and is intended to change the name of the vendor from Dunn Engineers Inc, VC#000000203015 to The Thrasher Group Inc, VC#000000204787. System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change: 12/16/2023

New procurement folder: 1365426

2. To reduce contract amount by \$105,000.00 and closeout the contract per the attached documentation, according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Original Contract Amount: \$175,000.00

CO#3 Reduction: \$105,000.00

New Contract Total: \$ 70,000.00

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72121505	0.00000		0.000000	70000.00
Service From	Service To	Manufacturer		Model No	
2021-10-27	2023-12-16				

**Commodity Line Description:** Barboursville School Wastewater Treatment Plant Replacement

**Extended Description:**

To provide engineering services for the design involving a wastewater treatment plant at The Barboursville School located at:

1535 Martha Rd.  
Barboursville, WV 25504

There will be no federal funds used on this project.



January 3, 2024

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

**RE: *Dunn Engineers/The Thrasher Group Merger  
WVDEHR Barboursville School WWTP  
WVPO # CPO 0506 2848 BHS2200000001 1  
WVPO Dated 10-12-2021***

To Whom It May Concern:

On August 8, 2022 Dunn Engineers Inc and the Thrasher Group merged through a Stock Purchase Agreement. The Stock Purchase Agreement was signed by F. Wayne Hypes as the sole stock owner of Dunn Engineers Inc and by Chad M. Riley, President of The Thrasher Group. The Thrasher Group acquired all issued outstanding capital stock of Dunn Engineers, Inc. At this point, Dunn Engineers became part of The Thrasher Group.

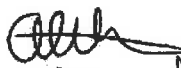
I have attached a copy of the Stock Purchase Agreement cover page as well as the signatory page for your reference.

If you have any questions or would like to discuss this topic further, please give me a call. Thank you.

Sincerely,

THE THRASHER GROUP, INC.

  
CLAY P. RILEY, P.E.  
VP

OK  
  
Greenhouse

  
BAH Procurement

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is dated 8 day of August, 2022, by and among F. Wayne Hypes ("Seller"), and THE THRASHER GROUP, INC., a West Virginia corporation (Purchaser).

Seller desires to sell, and Purchaser desires to purchase, all the issued outstanding capital stock of Dunn Engineers, Inc. ("the Corporation"), free and clear of all encumbrances Purchaser intends to continue to operate the engineering business at an office located at 400 South Ruffner Road, Charleston, West Virginia 25314.

Seller owns all outstanding shares of stock in the Corporation which is for tax purposes taxed as a C corporation.

The Corporation performs professional engineering services for third party clients.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties, intending to be legally bound, agree as follows:

### 1. DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Accounts Receivable" means all invoices or bills submitted by the Corporation to clients for services performed by the Corporation not paid as of the Closing Date.

"Accounts Payable" means all liabilities of the Corporation, whether current or long term, whether or not booked as a liability. Accounts Payable shall not include amounts paid under service contracts listed as Assumed Contracts for services performed for periods after Closing Date.

"Assumed Contracts" means those contracts for services to be performed for the Corporation after Closing Date except for those contracts listed on Schedule 1.

"Benefit Plans" means all employee benefit plans and collective bargaining, employment and severance agreements and other similar arrangements to which Seller is a party or by which it is bound, legally or otherwise, including (i) any profit-sharing, deferred-compensation, bonus, stock-option, stock-purchase, pension, retainer, consulting, retirement, severance, welfare or incentive plan, agreement or arrangement, and (ii) any employment agreement or executive compensation agreement.

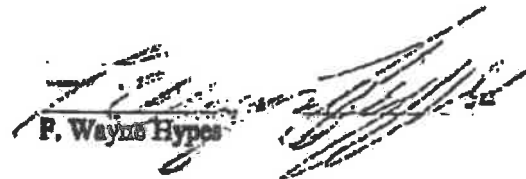
"Cash" means cash and cash equivalents (including marketable securities and short-term investments) set forth on Seller's balance sheet as of the Closing.

CM  
CMR

FV  
FV

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SELLER:**

  
P. Wayne Hypes

**PURCHASER:**

**THE THRASHER GROUP, INC.**

By:   
Charles M. Riley, President



COMPLEX PROJECTS  
REQUIRE RESOLVE  
THRASHER'S GOT IT

August 25, 2023

Mark Fox  
State of West Virginia  
350 Capitol Street  
Charleston, WV 25301

**RE:** WVDHHR Barboursville School Wastewater Treatment Plant - Award/Purchase Order  
CPOBHS2200000001

Dear Mr. Fox,

As you know through our previous correspondence, The Thrasher Group acquired Dunn Engineers in August of 2022. Your email, dated Wednesday February 14, 2024 requested the amount of funds previously paid to Dunn Engineers and the remaining contract for Thrasher. Following is confirmation those amounts

- Dunn Engineers (Paid) - \$70,000
- Thrasher (Balance of Contract) - \$105,000

If you have any questions or need additional information, please contact me at 304-624-4108 or at [cpriley@thethrashergroup.com](mailto:cpriley@thethrashergroup.com).

Sincerely,  
THE THRASHER GROUP, INC.



Clay P. Riley, PE  
VP



Lyle, Tara L <tara.l.lyle@wv.gov>

---

## Fwd: Dunn/Thrasher Purchase Order

1 message

---

**Greenhowe, Althea M** <althea.m.greenhowe@wv.gov>

Tue, Feb 20, 2024 at 11:28 AM

To: Crystal G Hustead <crystal.g.hustead@wv.gov>, Tara L Lyle <tara.l.lyle@wv.gov>

Cc: Robert L Price <robert.l.price@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Kimberlie K Debolt <kimberlie.k.debolt@wv.gov>, Heather M White <heather.m.white@wv.gov>

This is back to DOA, thanks!

----- Forwarded message -----

From: **Greenhowe, Althea M** <althea.m.greenhowe@wv.gov>

Date: Wed, Feb 14, 2024 at 1:28 PM

Subject: Dunn/Thrasher Purchase Order

To: Mark S Fox <mark.s.fox@wv.gov>

Cc: Robert L Price <robert.l.price@wv.gov>

Mark,

DOA has come back to us and would like a letter from Thrasher included on the Change Orders stating how much of the contract was paid out to Dunn and how much is pending to Thrasher.

I looked briefly and it appears the total contract amount was \$175,000.00. Dunn has been paid \$70,000.00. Thrasher would be owed \$105,000.00.

Thanks,  
Althea

--



**Althea Greenhowe**

Procurement Specialist, Senior

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square, Ste 100W

Charleston, WV 25301

P: 304-352-3924 | dhr.wv.gov

**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the Office of Shared Administration, One Davis Square, Telephone 304.352.3924 and discard this communication immediately without making any copy or distribution.



**Althea Greenhowe**

Procurement Specialist, Senior



Hustead, Crystal G <crystal.g.hustead@wv.gov>

**Re: CPO - BHS22\*1**

1 message

Greenhowe, Althea M <althea.m.greenhowe@wv.gov>  
To: "Hustead, Crystal G" <crystal.g.hustead@wv.gov>

Thu, Feb 1, 2024 at 10:00 AM

~~No, the final payments need to be made to Thrasher, so we're cancelling and reissuing for that reason.~~

On Thu, Feb 1, 2024 at 9:54 AM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:  
Tara brought this one back to me with a note

It expired on 12/16/2023, is the re-issued contract going to be extended?

On Wed, Jan 31, 2024 at 10:01 AM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
The reissue is going to go to Thrasher and they're saying they can't submit it until this one is Finalized because the money is tied up.

On Wed, Jan 31, 2024 at 10:00 AM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:  
Okay, I am going to hold CPO BHS22\*01 in my bucket until the reissue comes through

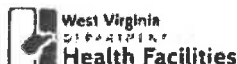
The vendor checks in the procurement folder were for Thrasher instead of Dunn, since the award and change order is still under Dunn, I'll need to do the searches for them....of course Dunn is showing not in compliance with the SOS!

Yesterday I had two vendors say that SOS told them that they have a technical issue with the database that shows vendors not in compliance, even though they are. Dunn's may be another case of that.

On Tue, Jan 30, 2024 at 8:57 AM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
The office has the new CPO entered for the reassignment. It is CPO 0506 BHS24\*2. I asked Finance if they could override the accounting errors so that we could submit both of them at the same time. They did that, but then another accounting section that reviews and approves the documents wouldn't approve the new CPO based on the funding. I gave up trying to explain so once this one is final and the funding is free again we'll submit the new CPO.

Thanks :)

--



**Althea Greenhowe**  
Procurement Specialist, Senior  
Office of Shared Administration  
West Virginia Departments of Health, Health Facilities, and Human Services  
One Davis Square, Ste 100W  
Charleston, WV 25301  
P: 304-352-3924 | dhr.wv.gov

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**Althea Greenhowe**

Procurement Specialist, Senior

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

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Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

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Hustead, Crystal G <crystal.g.hustead@wv.gov>

**Re: CPO - BHS22\*1**

1 message

Greenhowe, Althea M <althea.m.greenhowe@wv.gov>  
To: "Hustead, Crystal G" <crystal.g.hustead@wv.gov>

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Thanks :)

--



**Althea Greenhowe**

Procurement Specialist, Senior  
Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square, Ste 100W

Charleston, WV 25301

P: 304-352-3924 | dhhr.wv.gov

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**Althea Greenhowe**

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Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

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# DUNN ENGINEERS, INC.

June 7, 2022

**EMAIL ONLY**  
althea.m.greenhowe@wv.gov

Althea M. Greenhowe  
Procurement Specialist, Senior  
WV Department of Health & Human Resources  
321 323 Capitol St.  
Charleston, WV 25301

**RE: Barboursville School WWTP Decommissioning  
Engineering Agreement - CPO BHS2200000001  
Amendment #1 - Time Extension**

Althea M. Greenhowe:

Dunn Engineers, Inc. requests that a time extension of 600 days (to December 16, 2023) be approved for CPO BHS2200000001 (Barboursville School Wastewater Treatment Plant Decommissioning) for the following activities and/or work elements:

- **Finalizing deeds and easements between the DHHR and the Village of Barboursville** (the DHHR will transfer ownership of the new pumping station site beside the School, along with the pumping facilities, pipelines and emergency generators, to the Village of Barboursville at the conclusion of construction) **120 days\***  
*\* Dunn Engineers has already prepared plats and descriptions and provided those to the Village's attorney, who has initiated contact with the DHHR to finalize these instruments.*
- **Assist with the Advertising, Bidding and Award of Construction Contract .. 90 days\***  
*\* These tasks will be undertaken by the DHHR and/or the WV Department of Administration. Dunn Engineers will provide stakeout services and answer any questions raised during the bidding process.*
- **Construction Services .. 300 days\***  
*\* Construction related services, including pre-construction conference, shop drawing review, construction engineering, Resident Project Representative services and site visits are projected to take approximately 120 days, of which 90 days will include actual construction by the Contractor; the other time will include shop drawing and submittal reviews and approvals.*

*The remaining 180 days will be required for material delivery and equipment manufacturing. A very recent "round table" discussion with a number of pipe, pump, control and fittings manufacturers revealed that "lead times" (placement of signed purchase order until delivery) for virtually every element of the proposed project, including the pipe, pumps, controls and emergency generators, are likely to be between 180 and 365 days, and that situation isn't forecast to improve for a year or more. An allowance of 180 days for the deliveries will be included in the proposed contract bid documents.*

400 SOUTH RUFFNER ROAD • CHARLESTON, WEST VIRGINIA 25314 • TEL (304) 342-3436 • FAX (304) 342-7823

• EMAIL: dunneng@aol.com •

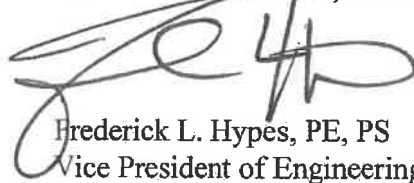
Althea M. Greenhowe, WVDHHR  
Barboursville School WWTP Decommissioning  
Engineering Agreement  
**CPO BHS2200000001**  
**Amendment #1 - Time Extension**  
June 7, 2002 - Page Two

Please note that there are no price or cost revisions being proposed with this Amendment.

Should there be any questions, or should any additional information be required, please do not hesitate to call or email us.

Sincerely,

**DUNN ENGINEERS, INC.**



Frederick L. Hypes, PE, PS  
Vice President of Engineering

FLH:sz

c: Kris Wilcoxon, WVDHHR (via email only, [kristopher.r.wilcoxon@wv.gov](mailto:kristopher.r.wilcoxon@wv.gov))  
Stacey Tully, WVDHHR (via email only, [stacey.tully@wv.gov](mailto:stacey.tully@wv.gov))

Agreed



Althea Greenhowe



January 3, 2024

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

**RE: *Dunn Engineers/The Thrasher Group Merger  
WVDHHR Barboursville School WWTP  
WVPO # CPO 0506 2848 BHS220000001 1  
WVPO Dated 10-12-2021***

To Whom It May Concern:

On August 8, 2022 Dunn Engineers Inc and the Thrasher Group merged through a Stock Purchase Agreement. The Stock Purchase Agreement was signed by F. Wayne Hypes as the sole stock owner of Dunn Engineers Inc and by Chad M. Riley, President of The Thrasher Group. The Thrasher Group acquired all issued outstanding capital stock of Dunn Engineers, Inc. At this point, Dunn Engineers became part of The Thrasher Group.


I have attached a copy of the Stock Purchase Agreement cover page as well as the signatory page for your reference.

If you have any questions or would like to discuss this topic further, please give me a call. Thank you.

Sincerely,

THE THRASHER GROUP, INC.

  
CLAY P. RILEY, P.E.  
VP

OK  


  
BDM Procurement

## STOCK PURCHASE AGREEMENT

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Seller owns all outstanding shares of stock in the Corporation which is for tax purposes taxed as a C corporation.

The Corporation performs professional engineering services for third party clients.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties, intending to be legally bound, agree as follows:

### 1. DEFINITIONS

1.1 **Definitions.** For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

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"**Cash**" means cash and cash equivalents (including marketable securities and short-term investments) set forth on Seller's balance sheet as of the Closing.

CMR  
CMR

FVH  
FVH

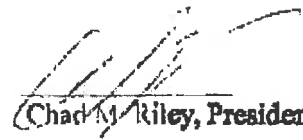
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SELLER:**

  
F. Wayne Hynes

**PURCHASER:**

**THE THRASHER GROUP, INC.**

By:   
Chad M. Riley, President

August 25, 2023

Mark Fox  
State of West Virginia  
350 Capitol Street  
Charleston, WV 25301

**RE:** WVDHHR Barboursville School Wastewater Treatment Plant - Award/Purchase Order  
CPOBHS2200000001

Dear Mr. Fox,

As you know through our previous correspondence, The Thrasher Group acquired Dunn Engineers in August of 2022. Your email, dated Wednesday February 14, 2024 requested the amount of funds previously paid to Dunn Engineers and the remaining contract for Thrasher. Following is confirmation those amounts

- Dunn Engineers (Paid)	- \$70,000
- Thrasher (Balance of Contract)	- \$105,000

If you have any questions or need additional information, please contact me at 304-624-4108 or at [cpriley@thethrashergroup.com](mailto:cpriley@thethrashergroup.com).

Sincerely,  
THE THRASHER GROUP, INC.



Clay P. Riley, PE  
VP