

Hornor

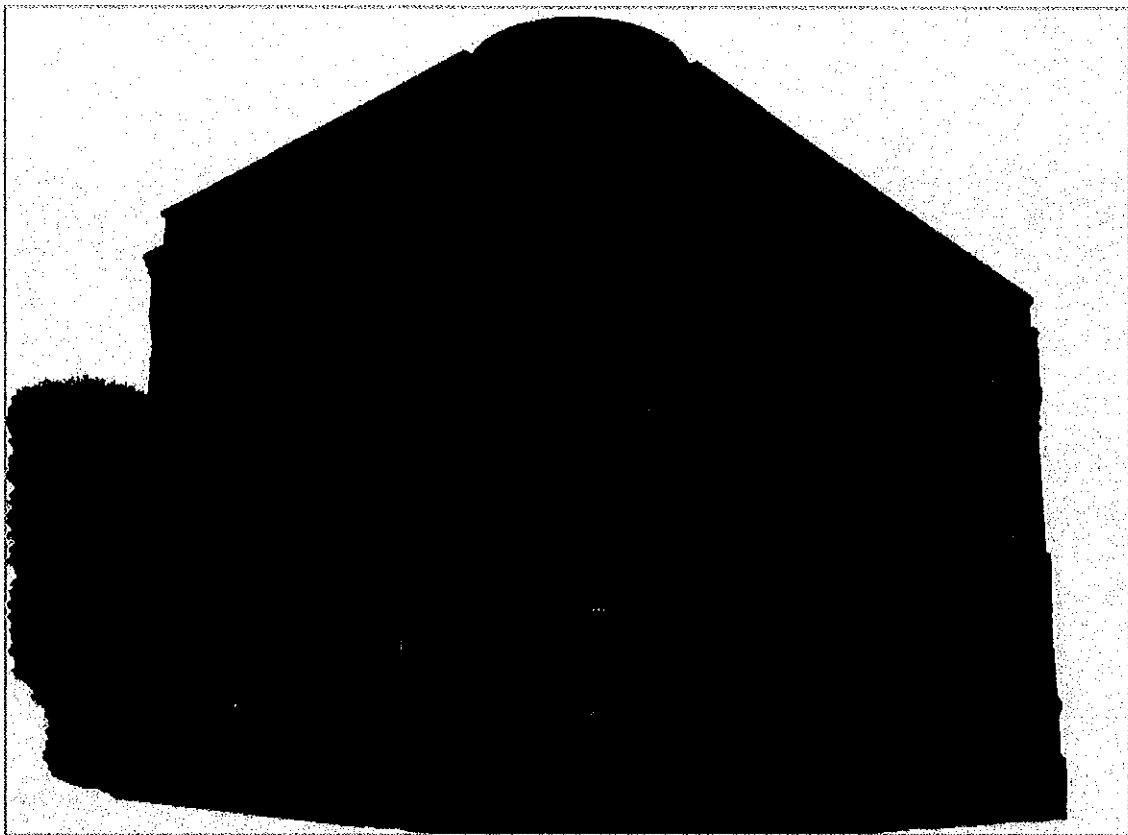
Since
1902

Bros. Engineers

Civil, Environmental and Consulting Engineering

140 S. Third Street • P.O. Box 386 • Clarksburg, West Virginia 26302
Phone (304) 624-6445 • Fax (304) 624-6448 • E-Mail: Eng@HBE1902.com • www.HornorBrosEng.com

1902 108 YEARS OF ENGINEERING EXCELLENCE 2010



EXPRESSION OF INTEREST

**Engineering Proposal for the Design of Additional Parking
Apron at the West Virginia Army National Guard Fixed Wing
Training Site in Bridgeport, West Virginia**

Req. # DEFK11008 • Opening Date: 08/18/2010 • Opening Time: 1:30 p.m.

RECEIVED

2010 AUG 17 AM 10:14

WV PURCHASING
DIVISION

Hornor

Since
1902

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Incorporated in 1923 • Civil, Environmental & Consulting Engineering

Post Office Box 386 • Clarksburg, West Virginia 26302 • (304) 624-6445 • Fax (304) 624-6448 • www.HornorBrosEng.com

August 16, 2010

Mr. Chuck Bowman
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

RE: Expression of Interest for the Design of Additional Parking Apron at the West Virginia Army National Guard Fixed Wing Training Site in Bridgeport, WV – Req. #DEFK11008

Dear Mr. Bowman:

Hornor Brothers Engineers is pleased to provide this expression of interest for professional engineering services for the referenced project. Attached are one (1) original, one (1) convenience copy and one (1) copy on a CD of this proposal. Hornor Brothers Engineers is a full service civil engineering and survey firm that has provided reliable, profession services for over 100 years. Our firm is experienced in designs for site development, grading, drainage and paving, which are the key elements of this project.

Our staff is quite knowledgeable about this site. Hornor Brothers Engineers was the Army National Guard's engineering consultant and designer for this project when it was built in the mid 1990's. We retained WYK Associates of Clarksburg as our architectural sub-consultant to design the building itself. We designed all the site development, utilities, paving, parking and all other exterior features of the project.

We have the record drawings for the site and many of our current personnel were involved in the design of the original project, including Tom Corathers, P.E. He would serve as our project engineer for the design of the additional parking apron if our firm were selected for this project. Mr. Corathers and most of our office staff have continued to work on this type of site improvements, including the new UHC replacement hospital located nearby along I-79. The \$15 million worth of site improvements on that project included concrete aprons, miles of concrete sidewalk and a helipad.

Our firm performed dozens of projects at the North-Central Regional Airport over a period of approximately 50 years. The last section of this proposal includes photographs and descriptions of some of the projects we have performed at this airport, including the existing ARNG training facility.

Mr. Chuck Bowman
Purchasing Division
August 16, 2010
Page 2

Because of our past experience with the design of this facility and our close proximity to the project, our firm is uniquely qualified to provide the requested engineering services for this expansion. If selected for the project, we would be able to begin work immediately. We appreciate your consideration of our strong expression of interest and look forward to the opportunity for an interview to discuss the project and our qualifications in greater detail.

If you have any questions or need additional information, please let me know.

Yours truly,

HORNOR BROTHERS ENGINEERS



Trey Hornor, P.E.
PRESIDENT

TH:jmw
Enclosures
File: 2010-119 Correspondence 1





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

Request for Quotation

RFQ NUMBER
DEFK11008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Hornor Brothers Engineers
 P.O. Box 386
 Clarksburg, WV 26302-0386

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: **08/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
ARCHITECTURAL DESIGN SERVICES EXPRESSION OF INTEREST THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD'S DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE DESIGN OF ADDITIONAL PARKING APRON AT THE WEST VIRGINIA ARMY NATIONAL GUARD FIXED WING TRAINING SITE IN BRIDGEPORT, WV, PER THE FOLLOWING BID REQUIREMENT AND ATTACHED SPECIFICATIONS. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
***** THIS IS THE END OF RFQ DEFK11008 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Trey Hornor* **Trey Hornor, PE** TELEPHONE **304-624-6445** DATE **08/16/2010**

TITLE **President** FEIN **55 0197150** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

Revised July 28, 2009

EXPRESSION OF INTEREST

Fixed Wing Army Aviation Training Site Apron Expansion
DEFK11008

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the West Virginia Army National Guard, Construction and Facilities Management Office (CFMO), from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The requirement for this EOI is for architectural/engineering services for the design of additional parking apron at the West Virginia Army National Guard Fixed Wing Training Site in Bridgeport, WV.

1.3 Format: N/A

1.4 Inquiries:

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Mr Chuck Bowman
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
e-mail: Charles.a.bowmanjr@wv.gov

The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

1.5 Vendor Registration:

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must register and pay the fee prior to the issuance of an actual contract.**

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 Economy of Preparation:

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of the Sections: The response sections should be labeled for ease of evaluation.

1.9 Submission:

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

Submit:

Two original (3-Ring Binder preferred) plus (1) copy on compact disk of single PDF file to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer:	Mr Chuck Bowman
Req #:	DEFK11008
Opening Date:	08/18/2010
Opening Time:	1:30 PM

1.10 Rejection of Expressions:

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

1.12 Addenda:

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

1.13 Independent Price Determination:

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

1.14 Price Quotations: No "price" or "fee" quotation is requested or permitted in the response.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees

paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI..... 07/22/2010
EOI opening date..... 08/18/2010

1.17 Mandatory Prebid Conference: N/A

1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

2.11 Agency is located at:

The WV Army National Guard
Joint Forces Headquarters
Construction and Facilities Management Office
1703 Coonskin Drive
Charleston, West Virginia 25311

2.12 Project is located at:

Vicinity of Bridgeport, Harrison County, WV

- 2.2 **Background:** The West Virginia Army National Guard desires to expand the current Fixed Wing Parking Apron at the FWAATS facility located in Bridgeport, WV.

PART 3 PROCUREMENT SPECIFICATIONS

- 3.1 **General Requirements:** Design and engineering services for the design of an expanded Fixed Wing Parking Apron.

3.2 **Project Description:**

Construct additional Fixed Wing Aircraft parking apron space at the Fixed Wing Army Aviation Training Site, located in Bridgeport, WV. Project will include excavation, sub-base material, forming, placement and finishing of reinforced concrete with edge / centerline lighting (if needed) and grounding. Parking apron will be structurally designed to support assigned fixed wing aircraft. Physical security measures will be incorporated into design, including maximum feasible standoff distance from roads, parking areas and vehicle unloading areas, berms, heavy landscaping and bollard to prevent access when standoff distance cannot be maintained. All construction will be in accordance with FAA guidance.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:*

- 3.3.2 *Insurance Requirements:* \$1,000,000 General Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability
 Workers Compensation Certificate upon award
 West Virginia Statutory requirements including
 West Virginia Code §23-4-2 (Mandolidis)

3.4 **General Terms and Conditions:**

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 *Conflict of Interest:*

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services

hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 Prohibition Against Gratuities:

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 Certifications Related to Lobbying:

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, 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.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 Vendor Relationship:

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.5 Indemnification:

The firm 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 firm, 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; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.8 Compliance with Laws and Regulations:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 Subcontracts/Joint Ventures:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.12 Contract Termination:

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the

date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 *Invoices, Progress Payments, & Retainage:*

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 *Liquidated Damages:* NA

3.4.16 *Record Retention (Access & Confidentiality):*

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality

by the firm, subcontractors, or individuals permitted access by the firm.

PART 4 EVALUATION & AWARD

4.1 Evaluation and Award Process:

- a) Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."**

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

- b) The committee shall rank, in order of preference, each of the selected Firms. Each of the Firms shall begin with a score of one hundred.

The criteria and assigned point values are as follows:

1. Qualifications of personnel	35
2. Experience with similar projects.	45
3. Oral Interview	20

Interviews will be conducted with the Firms selected as most qualified by the C&FMO Selection Committee. The format for the interviews will be a 15-30 minute presentation consisting, at a minimum, of the following:

- Corporate / Personnel Experience as it relates to the Project
- Uniquely Qualifying Examples or Qualifying Information
- Key Personnel Available for the Proposed Work
- Proposed Project Management Plan
- Proposed Subcontractors
- Product Quality Control
- Project Cost Control

HORNOR BROTHERS ENGINEERS

Available Design Team Within the Clarksburg Office

Principal: Paul A. Hornor III, P.E. (Civil)

Project Engineer: Thomas D. Corathers, P.E. (Civil)
Assisted by:
Joseph D. Robinson, E.I.

CADD Draftsman: Thomas B. Childers
Jason Manning

Engineering Technician: Richard B. Taylor

Project Survey Manager: John W. Hornor, P.S.

Survey Crew: Albert T. Larue
Gary Hyre

Construction Inspector: Roger D. O'Quinn
Richard B. Taylor

Other: Nila J. May, Administrative Support
Jeanne M. Wyckoff, Administrative Support

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hornor Brothers Engineers

Authorized Signature: Trey Hornor *Trey Hornor* Date: August 16, 2010

State of West Virginia

County of Harrison, to-wit:

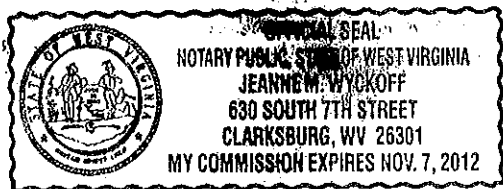
Taken, subscribed, and sworn to before me this 16 day of August, 2010.

My Commission expires November 7, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Jeanne M. Wyckoff



Hornor

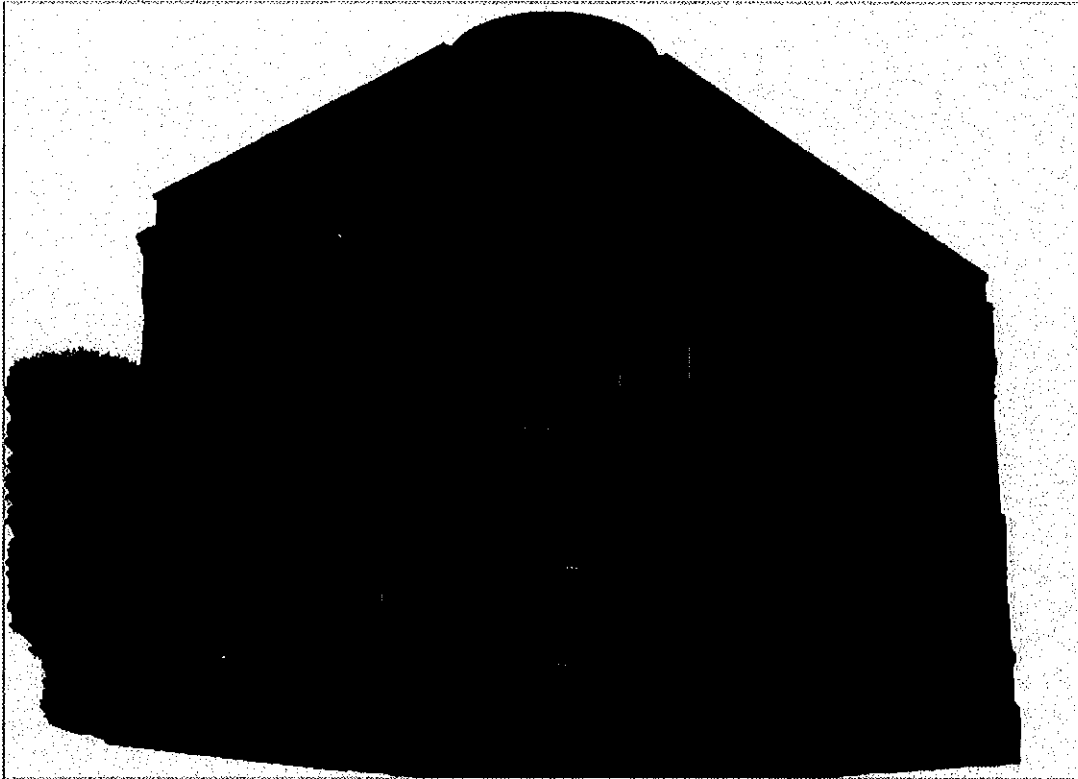
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Civil, Environmental and Consulting Engineering

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COMPANY PROFILE

HISTORY • EXPERIENCE • STAFF • REFERENCES

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Fax: 304/624-6448

Website: www.HornorBrosEng.com

EMAIL: Eng@ HBE1902.com

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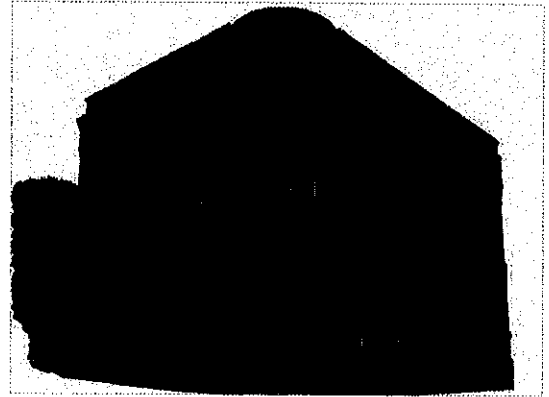
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COMPANY PROFILE

INTRODUCTION

The consulting firm of Hornor Brothers Engineers, located in Clarksburg, West Virginia, is a family owned and operated organization which was founded in 1902. Its principals are Paul Allen (Trey) Hornor III, Paul Allen Hornor, Jr. and John W. Hornor. For over 100 years the firm has practiced civil engineering as it relates to public works and the environment. Throughout its history, Hornor Brothers Engineers (HBE) has combined the expertise of an experienced, professional engineering staff with a thorough knowledge of north central West Virginia to provide our customers with value driven results. We remain flexible, yet qualified to meet the needs of our clients in an ever-changing world, and continue to uphold our high standards of service in providing effective engineering solutions.

Through professional and personal interaction, Hornor Brothers Engineers' staff is available to identify project requirements, coordinate timely reviews and manage work tasks and other issues that need to be addressed, so that quality service on time and within budget can be completed to the client's satisfaction.

OVERVIEW OF ENGINEERING AND RELATED SERVICES

The firm specializes in land surveying, site development planning, the design and construction management of water and wastewater projects, airport development and other municipal and public works. We have considerable experience in working with most state and federal funding and regulatory agencies. The following is a complete list of the engineering and related services for which Hornor Brothers Engineers is qualified and capable.

Airport Facilities	Funding Applications	Municipal Engineering
Civil Engineering	General Consulting	Project Management
Coal-Related Consulting	Geographic Information Systems (GIS)	Pumping Facilities
Construction Inspection Services	Highways and Roads	Site Evaluations
Land Surveying & Mapping	Industrial Site Development Facilities	Subdivision Development
Drainage Systems	Infrastructure Investigations and Reports	Wastewater Collection Systems
Economic Feasibility Studies	Land Surveying and Mapping	Water Distribution and Storage

NORTH CENTRAL-WEST VIRGINIA AIRPORT AND BENEDUM AIRPORT AUTHORITY BRIDGEPORT, WEST VIRGINIA

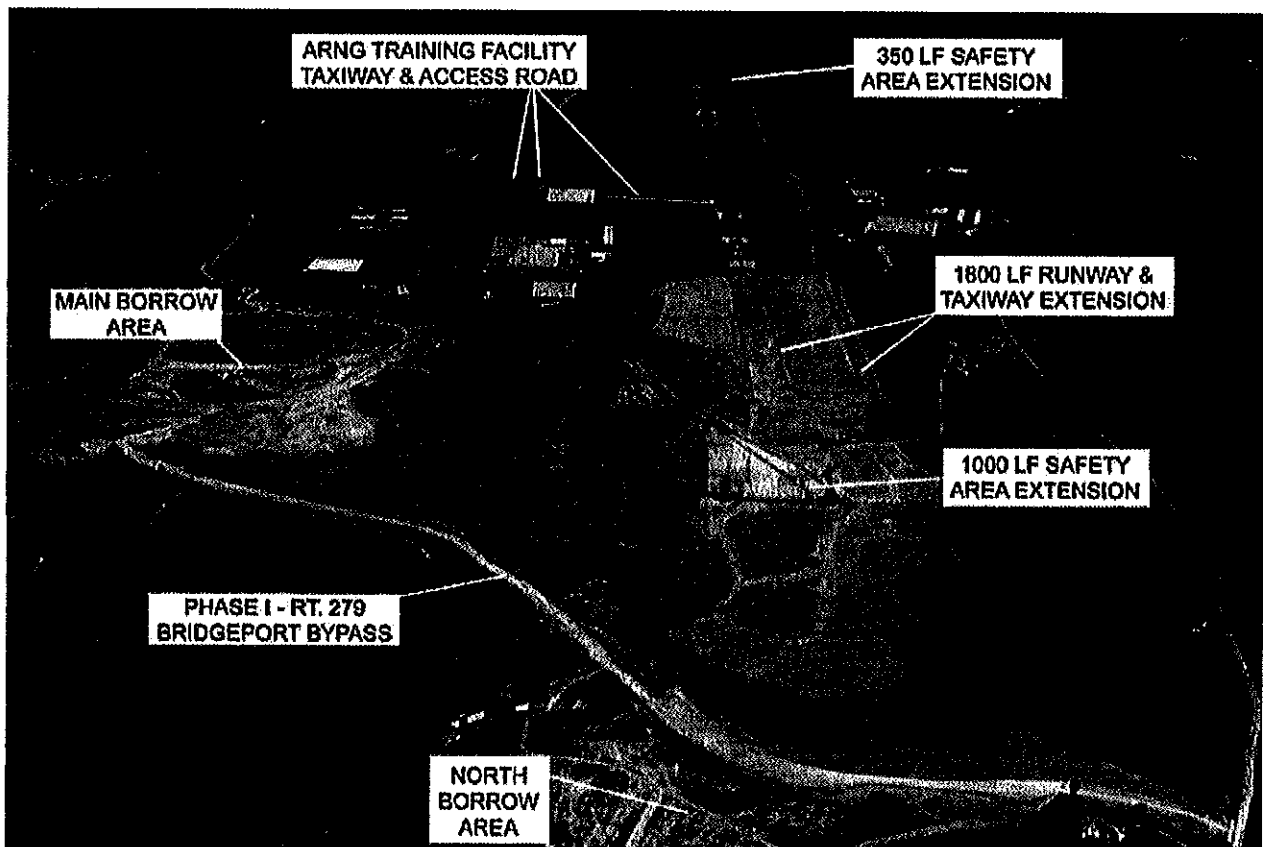
Hornor Brothers Engineers has a rich and long history of over 60 years with the North Central-West Virginia Airport, formerly known as Benedum Airport, which began as the Harrison County Airport in 1937. As the airport changed over the years, Hornor Brothers Engineers was the firm predominantly responsible for the improvements and additions to the facility. The years of 1960-1975 were the main development years for the airport. During this period of time there were nine major construction projects. From 1977 to 1995 there were 15 smaller projects, all funded primarily by the Federal Aviation Administration.

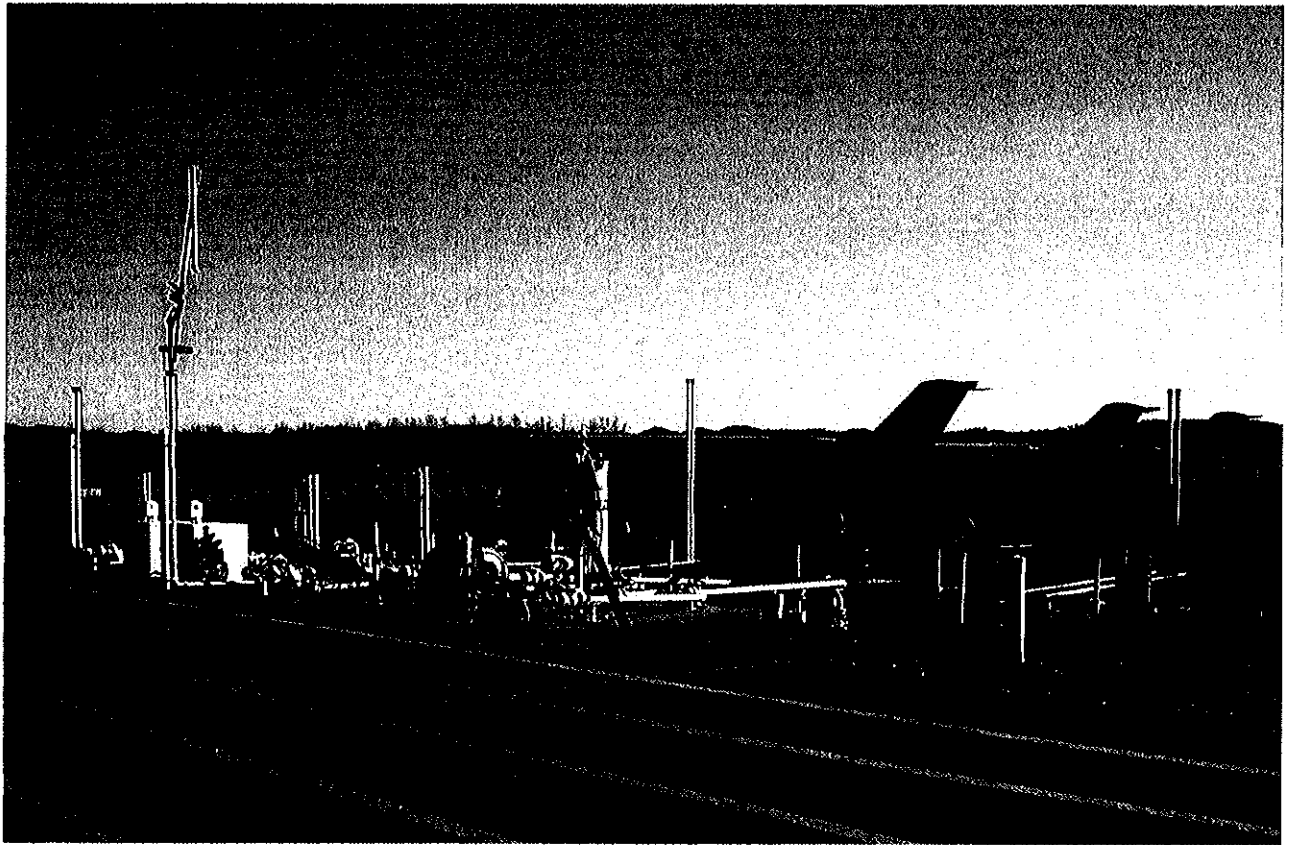
In 1993, THE Benedum Airport Authority embarked on a large and ambitious project to extend its main runway and parallel taxiway. Major design components of the project included a 10,000,000 cubic yard excavation and embankment; a 2,500 foot long, 72-inch structural steel culvert; runway and taxiway pavement and lighting; repaving the existing runway; fencing; utility line relocations; storm drainage system and a new instrument landing system.

The Benedum Airport Authority also hired Hornor Brothers Engineers to provide engineering design, inspection and construction management services for the construction of a 4,400 foot long (0.833 miles) access highway. This section of highway is known as Route 279, North Bridgeport Bypass.

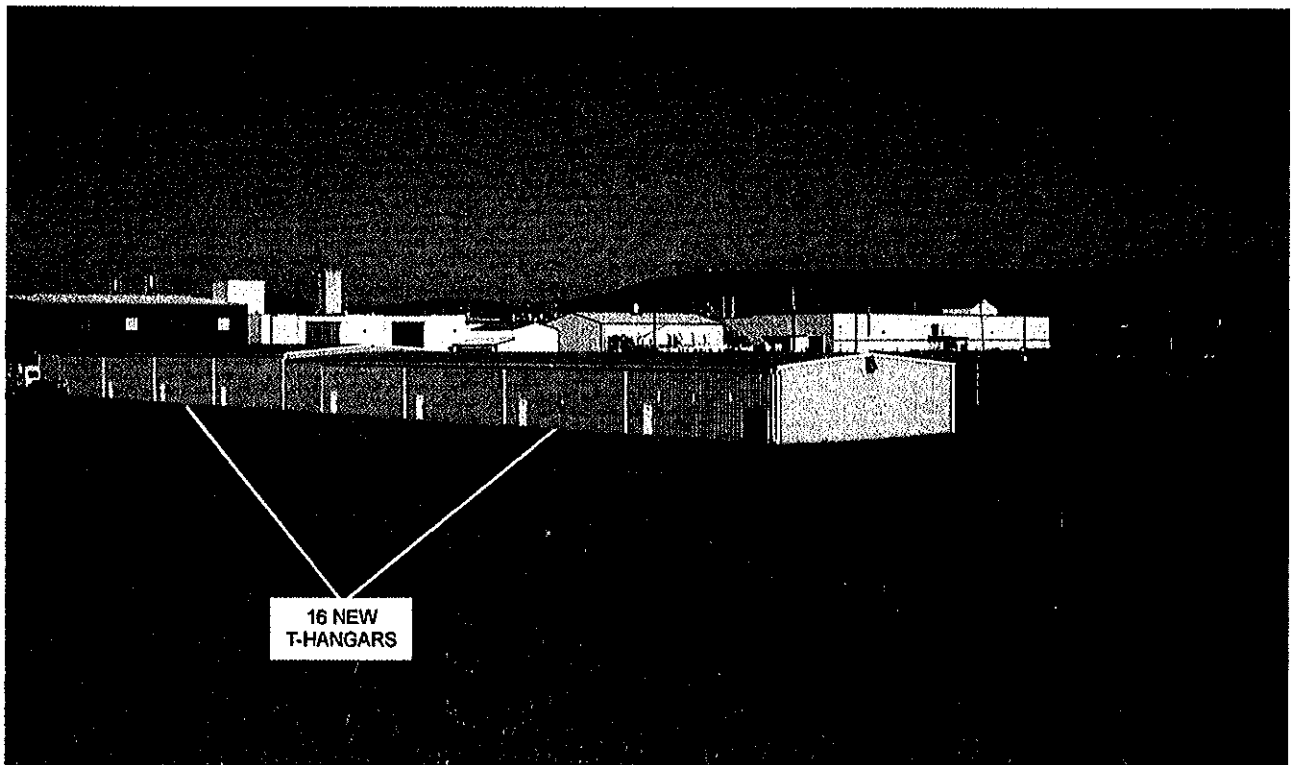
Also, the West Virginia Army National Guard (ARNG) hired Hornor Brothers Engineers to provide all phases of engineering design and inspection for the construction of the Eastern ARNG Aviation Training Site Fixed Wing Detachment at Benedum Airport. This facility consisted of a 37,200 sq. ft. training facility hangar with classroom, administrative and aircraft maintenance space, flexible and rigid paving for aircraft parking, new taxiway access to the main runway and the existing Tee Hangars, all supporting utilities, drainage structures and new access highway from U.S. Route 50. Following are pictures of the referenced projects.

BENEDUM AIRPORT VARIOUS PROJECTS

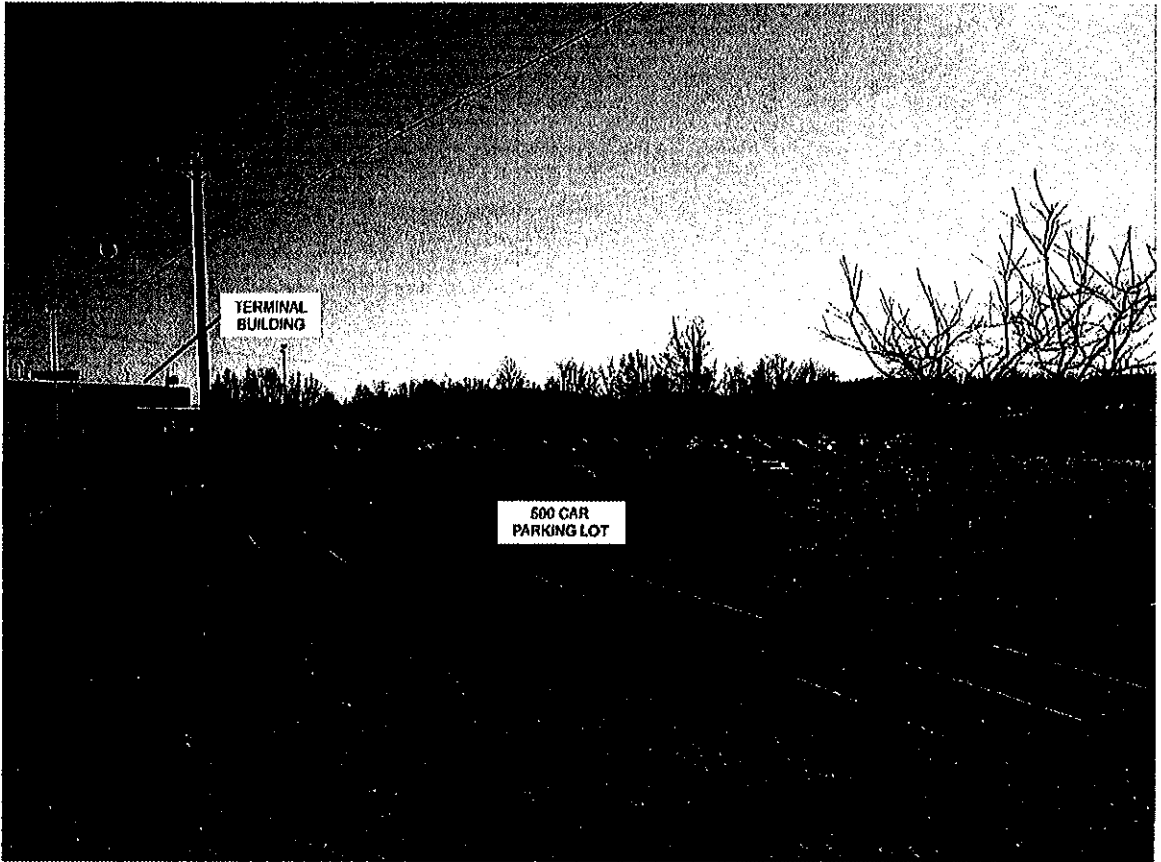




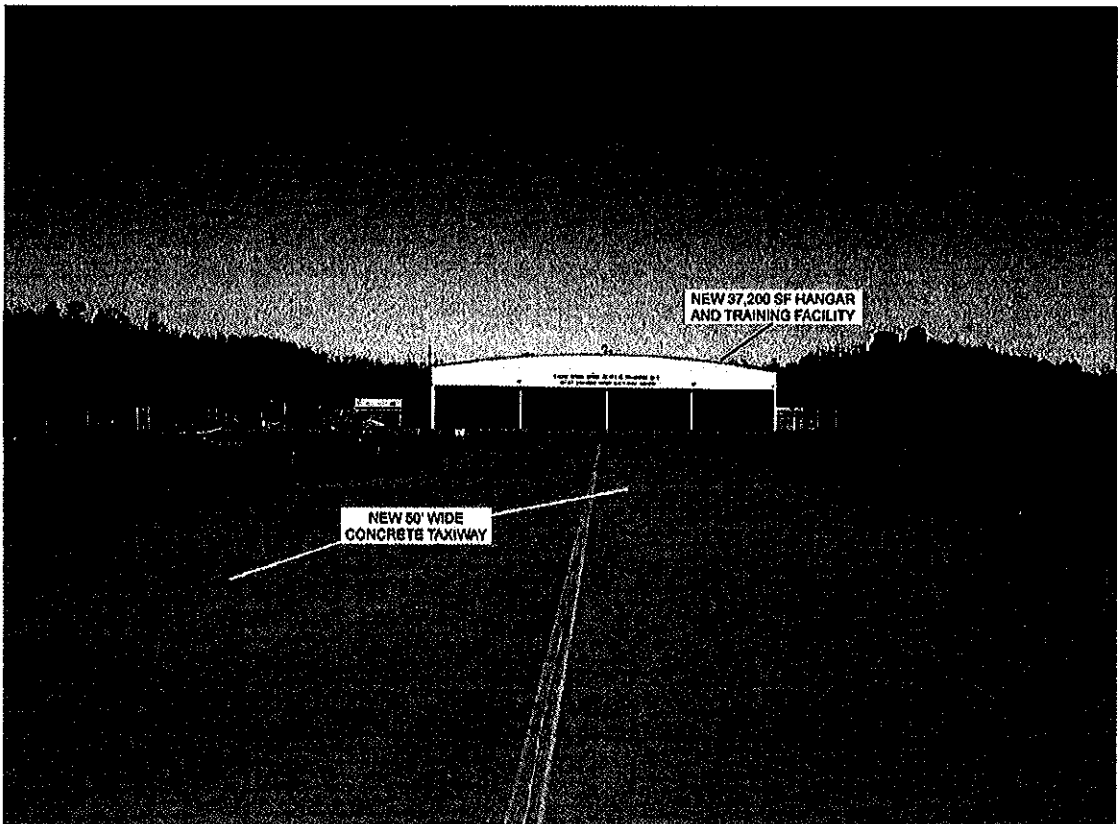
West Virginia Air Center Project
Fuel Farm Relocation (Avgas & Jet A Farms) 1990-91



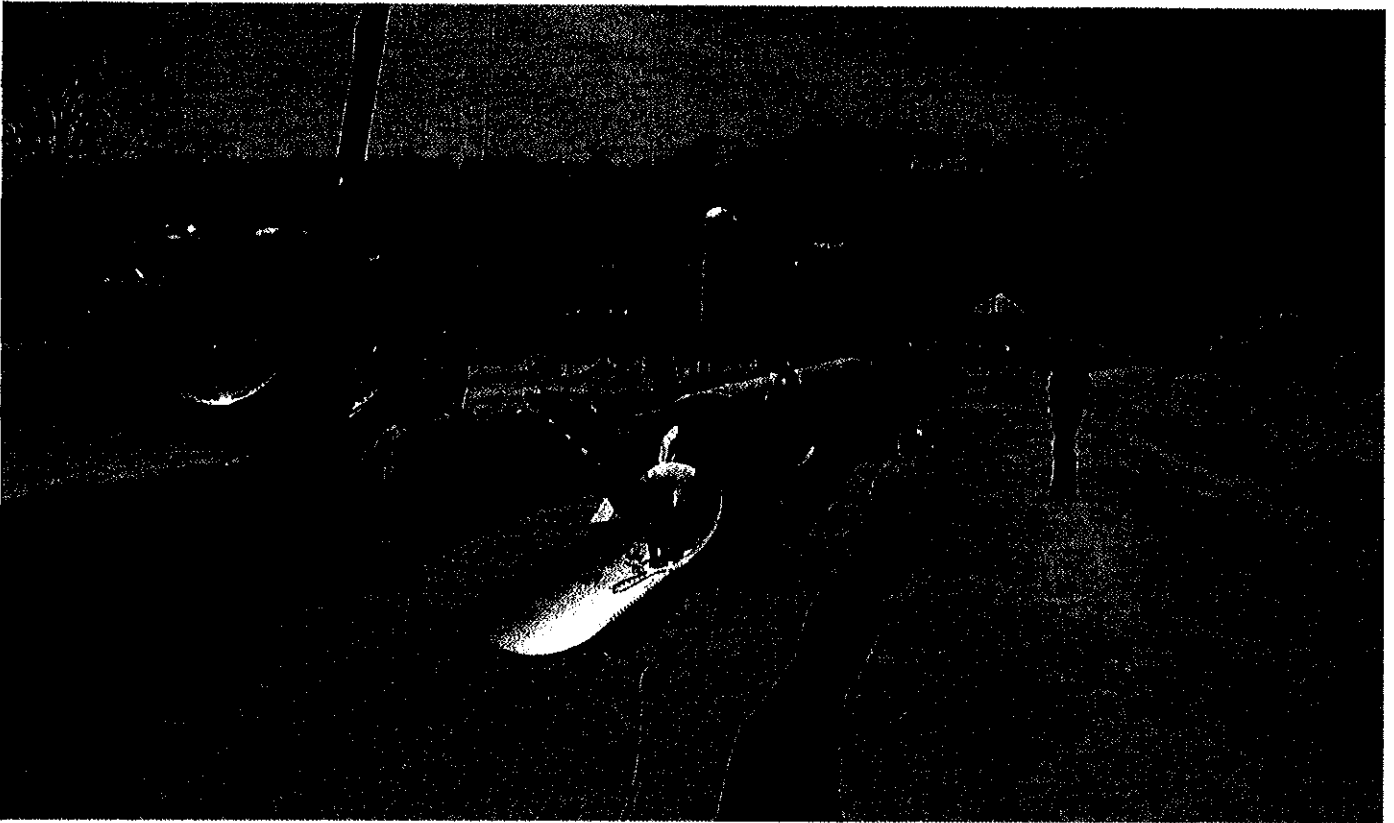
T-Hangar Project 1990-1991



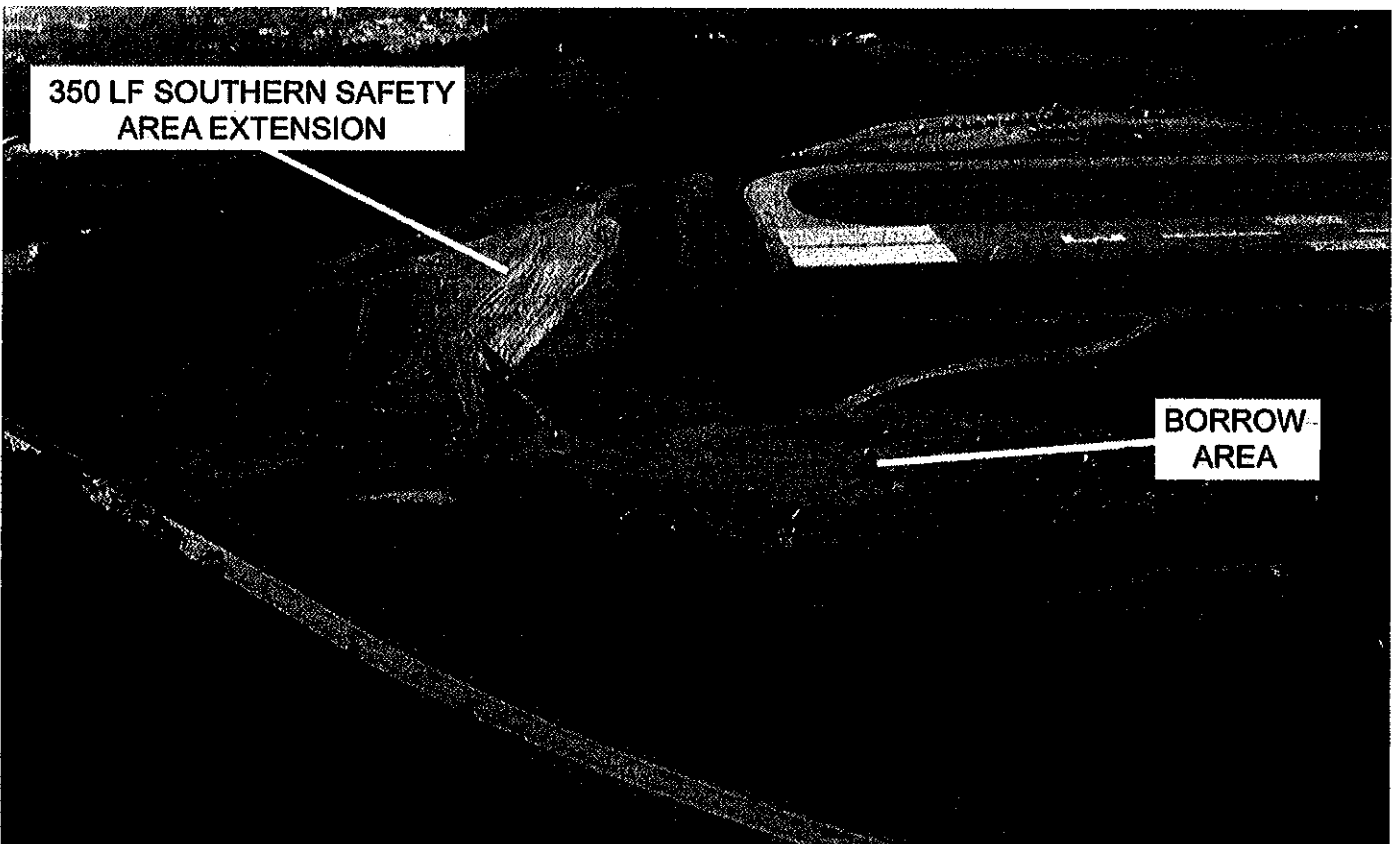
West Virginia Air Center Lower Parking Lot - 1990-1991



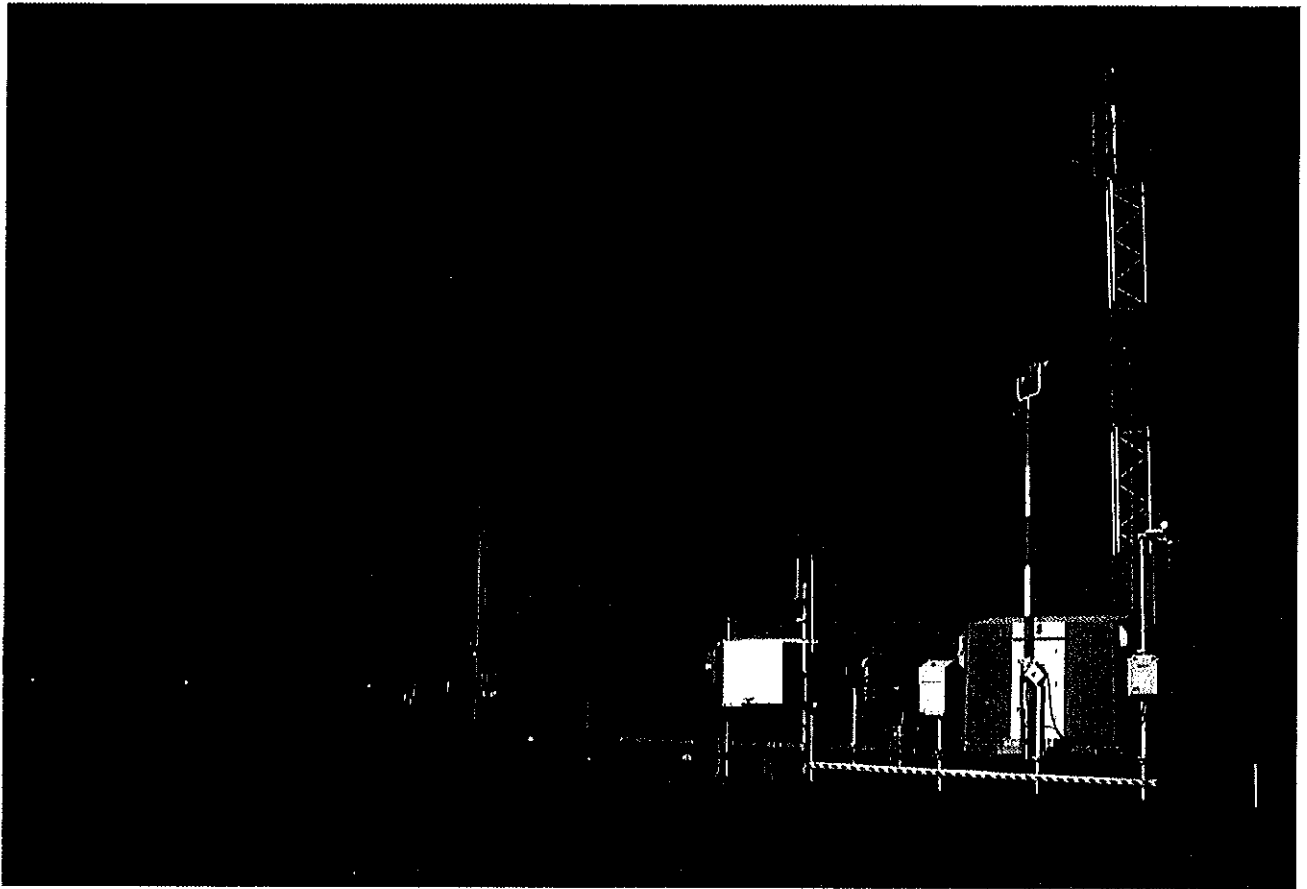
Eastern ARNG Fixed Wing Training Site - 1996



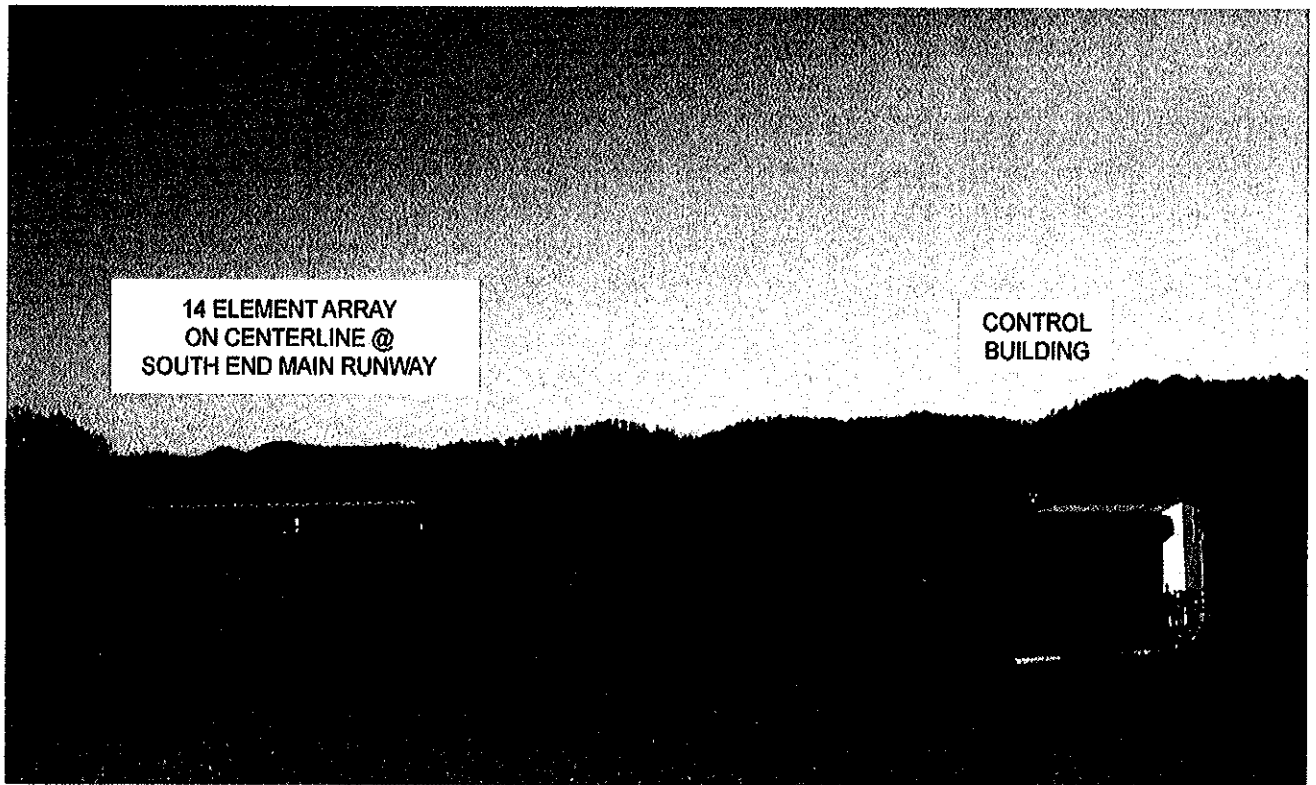
Structural Steel Plate Culvert and Foundation Beneath Future Runway Extension - 1997



Southern Safety Area Portion of Project - 1998



Guide Slope Antenna & Weather Station Project - 1999



Localizer Project - 1999



Runway Extension Project - 1999



Route 279, North Bridgeport Bypass – Completed In 2000

PROFESSIONAL STAFF RESUMES

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PROFILE

EDUCATION

B.S., Civil Engineering, West Virginia University, 1982

REGISTRATION

Professional Engineer, West Virginia, 1987

Professional Surveyor, West Virginia, 1995

AFFILIATIONS

West Virginia Society of Professional Engineers
(WVSPE)

American Society of Civil Engineering (ASCE)

National Society of Professional Engineers (NSPE)

West Virginia Rural Water Association

EXPERIENCE

Years Experience with HBE: 25

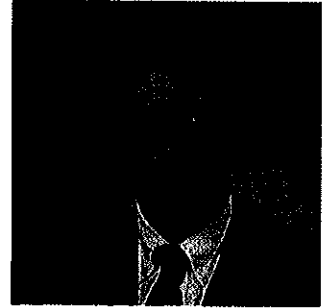
Years Experience with Other Firms: 3

Trey Hornor, President of Hornor Brothers Engineers, combines over 20 years of design expertise with his family owned and operated company of over 100 years to help meet the needs of clients in north central West Virginia area. He upholds the highest standards in providing reliable, professional service to our customers with value driven results.

CURRENT RESPONSIBILITIES

As President of the firm, Trey is responsible for the management and execution of most of the firm's engineering assignments, assuring professional work and timely execution. Primary activities include the overall planning, design and project management of water, sewer, and land development project in West Virginia.

Paul A. Hornor III, P.E.
President



PROJECTS

Trey has been involved with the development and design of the following completed projects:

Water Systems

PROJECT	COUNTY	
Adrian Public Service District	Upshur	5 Projects
Century-Volga Public Service District	Barbour	3 Projects
Town of West Union	Doddridge	3 Projects
Mannington Public Service District	Marion	
Whitmer Water Association	Randolph	
Wetzel County Public Service District No. 1	Wetzel	3 Projects
Huttonsville Public Service District	Randolph	
Bingamon Public Service District	Harrison	
Montana Water Association	Marion	
Gilmer County Public Service District	Gilmer	2 projects
Clarksburg Water Board	Harrison	FBI Project
Gilmer County Commission (Kanawha Drive Water Project)	Gilmer	
Tri-County Water Association	Marion	
Sun Valley Public Service District	Harrison	

Sewer Systems

Design and overall project management of several sanitary systems, including a \$7,000,000 collection and treatment project for the Lumberport Area Public Service Sewer District in Harrison County.

Miscellaneous

Design and/or project oversight of 1 and development projects comprised of earthwork and embankment, drainage, paving, erosion and sediment control and restoration. Completed projects include parking lots, residential subdivisions, commercial sites and airport development.

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PROFILE

EDUCATION

B.S.E.T. Civil Engineering, Fairmont State College,
1982

REGISTRATION

Professional Engineer, West Virginia, 1999
Professional Surveyor, West Virginia, 1990

EXPERIENCE

Years Experience with HBE: 26
Years Experience with Other Firms: 0

Tom Corathers, Project Manager for HBE has served the company in various capacities during his tenure. He is experienced and knowledgeable in the surveying, design, estimating and management of projects. Tom works closely with our clients, maintaining high standards, while providing reliable, professional service.

AFFILIATIONS

National Society of Professional Engineers (NSPE)
West Virginia Association of Land Surveyors

CURRENT RESPONSIBILITIES

As Project Manager, Tom is responsible for the general oversight of the office engineering, and technical and surveying work. His primary activities include planning, design, review and project management of land development, drainage, site design, sidewalk, streetscape and paving projects.

MISCELLANEOUS

Design and/or project oversight of earthwork slide correction and concrete and block retaining wall projects. As a former survey manager for the firm, Tom provides advice and counsel on surveying related issues as the need arises.

Thomas D. Corathers P.E., P.S.
Project Manager



PROJECTS

Tom has been involved with the development, design and project management of the following projects:

Sewer Projects	County
Heritage Farms Subdivision	Harrison
Valley View Subdivision	Harrison
Lumberport Area Public Sewer Service District	Harrison
John Brennan, Route 50, Quik Mart Store	Taylor

Streetscape Projects	County
City of Clarksburg Streetscape (5 projects)	Harrison
City of Bridgeport Streetscape (3 projects)	Harrison
City of Weston Streetscape (2 projects)	Lewis
City of Morgantown	Monongalia

Land Development/Subdivision Projects	County
Highland Court	Harrison
Heritage Farms	Harrison
Bennett Manor	Harrison
Auburn Village	Harrison
Heavenly Trails	Marion
Timber Ridge	Marion
Meadow Point	Harrison

Paving and Drainage Projects	County
United Hospital Center (6 projects)	Harrison
Fairmont State College (5 projects)	Marion
Harrison County Board of Education (2 projects)	Harrison
Town of Lost Creek (2 projects)	Harrison

Site and Infrastructure Projects	County
UHC New Hospital Site	Harrison
WV ARNG Fixed Wing Training Site	Harrison
KLW L.L.C./Ken Woody/Smith Services	Upshur
WYK Associates/ Public Safety Sub-Station, City of Bridgeport	Harrison
Saad Mossallati/POB Facility	Harrison
Tolley Electric	Harrison
City of Clarksburg/Northview Retaining Wall	Harrison
WYK Associates/Bank of Gassaway	Braxton
WYK Associates/VA Hospital	Harrison

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PROFILE

EDUCATION

B.S. Civil Engineering, West Virginia University, 2004

REGISTRATION

FE/EIT

EXPERIENCE

Years Experience with HBE: 4 years
Years Experience with Other Firms: 2.5

Joseph Robinson, Design Engineer has a broad knowledge and experience in the following areas:

Work Experience	Details
Subdivision Design	Site grading, sanitary sewer, storm sewer, water, roads, sediment and erosion control and hydrology (HydroCAD 7.0 and TR 55 Method)
Structural Design	Pile and concrete foundations including grade beams, and timber and engineered wood beam design and connections thereof.
Design and Drafting	Drafting with LDD and Civil 3D; plan, profile and details
Engineering Management	Site plan, concept, forest conservation, wetlands, plat, planning and zoning, city, county and state review agencies
Site Design	Paving, sidewalks, curbs, drainage, utilities, erosion and sediment control

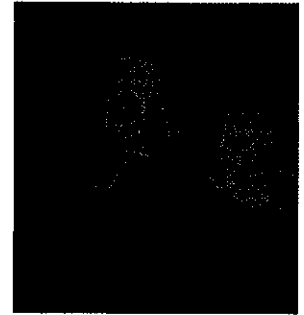
AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Concrete Institute (ACI)

CURRENT RESPONSIBILITIES

As Design Engineer, Joseph is responsible for the technical design and calculations for infrastructure and site development associated with residential, commercial and industrial projects.

Joseph D. Robinson EIT
Design Engineer



PROJECTS

Joseph is currently involved with the development and design of the following projects:

Sewer Projects	County
Heritage Farms Subdivision	Harrison

Land Development/Subdivision Projects	County
UHC New Hospital Site	Harrison
Heritage Farms	Harrison

Paving and Drainage Projects	County
United Hospital Center (2 projects)	Harrison
Heritage Farms	Harrison

Streetscape Projects	County
City of Clarksburg, Business District Improvements - 2007	Harrison
City of Glenville Sidewalk Replacement Project	Gilmer

Site and Infrastructure Projects	County
UHC New Hospital Site	Harrison
KLW L.L.C./Ken Woody/Smith Services	Upshur
WYK Associates/ Public Safety Sub-Station City of Bridgeport	Harrison
Saad Mossallati/POB Facility	Harrison
Tolley Electric	Harrison
City of Clarksburg/Northview Retaining Wall	Harrison
WYK Associates/Bank of Gassoway	Braxton
Woodruff AML	Harrison
WYK Associates/VA Hospital	Harrison

MISCELLANEOUS

Computer Skills include: Microsoft Office, AutoCAD 2009, Civil 3D 2009 and LDC 2009, Risa2D, EPAnet, FEMap, HydroCAD 8.0, Adobe Photoshop CS3 Extended, HEC-RAS 4.0, Structurepoint, Acroplot, OCE Publisher, Govert Goplot, IT Networking, Mathtype 5, Windows Environment.

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PROFILE

EDUCATION

West Virginia University 1980-1984
Civil Engineering & Preparatory Courses

REGISTRATION

Professional Surveyor, West Virginia, 1990

AFFILIATIONS

West Virginia Association of Land Surveyors

EXPERIENCE

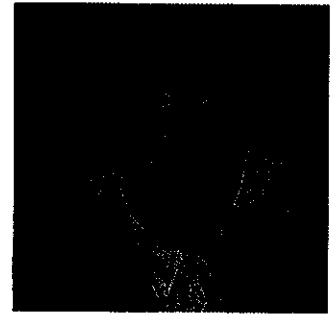
Years Experience with HBE: 17
Years Experience with Other Firms: 2

John Hornor, Survey Manager, has experience which includes waterline construction inspector duties and AutoCad operator experience for survey plats, water system mapping and site development drawings. John is also experienced as a field survey party chief for all types of land surveys, including property and topographic surveys, Alta surveys, elevation certificates, and construction stakeout.

CURRENT RESPONSIBILITIES

John directs the work of a three-person field survey crew, which includes meeting with clients to review the scope of work, courthouse research, site visits and the preparation of plats and descriptions. He also oversees the field survey operations for water and sewer projects and subdivision layout.

John W. Hornor, P.S.
Surveyor Manager



PROJECTS

John has been involved in the surveying aspect of Hornor Brothers Engineers' property, land and municipal development and waterline projects, including the following:

Project	County
United Hospital Center – Various Projects	Harrison
Charles Pointe – Various Site Development Surveys	Harrison
Benedum Airport – Various Projects	Harrison
WV ARNG Fixed Wing Training Site – Mapping and Construction Stakeout	Harrison
Highland Ridge Subdivision and Property Stakeout	Taylor
Clarksburg Water Board – Surveying and Mapping of Dam Sites	Harrison
Crystal Ridge Development/Dan Ryan Builders	Harrison
Jones Development/Fed Ex Ground	Harrison
Glimcher Group/Home Depot	Harrison
Bridgeport, Clarksburg, Weston & Morgantown Streetscape Projects	Various
Heritage Farms Subdivision and Property Stakeout	Harrison
Fairmont State College	Marion
Water Project Mapping for Whitmer Water Association, Town of West Union, Adrian PSD, Huttonsville PSD and others	Various
Casco – Toys ‘R Us	Harrison
Land Management Group	Marion
Hardy County Dam Project for NRCS	Hardy
NRCS Elkwater Fork Dam Project	Randolph

REFERENCES

REFERENCES

ADRIAN PUBLIC SERVICE DISTRICT

Don Killingsworth, Chairman
P.O. Box 87
French Creek, WV 26218
Home (304) 472-0879

BINGAMON PUBLIC SERVICE DISTRICT

Rusty Kuhens, Operator
P.O. Box 87
Wyatt, WV 26463
Phone (304) 592-0778

CENTURY-VOLGA PUBLIC SERVICE DISTRICT

Linda Rice, General Manager
Route 1, Box 72
Philippi, WV 26416
Phone (304) 457-5735

HUTTONSVILLE PUBLIC SERVICE DISTRICT

Bonnie Serrett, General Manager
P.O. Box 277
Mill Creek, WV 26280-0277
Phone (304) 335-2035

MT. HOPE WATER ASSOCIATION

Larry Farnsworth, President
Route 2, Box 355-G
Buckhannon, WV 26201
Phone (304) 472-0704

RURAL UTILITIES SERVICE

David E. Satterfield, State Engineer (Retired)
153 Mingo Street
Morgantown, WV 26505
Phone (304) 296-8034

TOWN OF WEST UNION

Etta Stadler, City Clerk
P.O. Box 5
West Union, WV 26456
Phone (304) 873-1400

WETZEL COUNTY PUBLIC SERVICE DISTRICT NO. 1

Forrest Tennant, Chairman
P.O. Box 36
Reader, WV 26167
Phone (304) 386-4578
Keith Nelsen, Manager, Phone (304) 386-4870

MANNINGTON PUBLIC SERVICE DISTRICT

James Carpenter, Chairman
P.O. Box 205
Mannington, WV 26582
Home (304) 592-0578

MUNICIPAL/SITE DEVELOPMENT

CITY OF BRIDGEPORT

Mr. Randy Spellman
Director of Community Development
P.O. Box 1310
Bridgeport, WV 26330
Phone (304) 842-8218

CITY OF CLARKSBURG

Mr. Anthony Bellotte, Director of Public Works
902 N. Third Street
Clarksburg, WV 26301
Phone (304) 624-1681

CITY OF MORGANTOWN

Ms. Terry Hough, City Engineer
389 Spruce Street
Morgantown, WV 26505
Phone (304) 284-7412

WYK ASSOCIATES, INC.

William E. Yoke
205 Washington Avenue
Clarksburg, WV 26301
Phone (304) 624-6326

UNITED HOSPITAL CENTER

Geoff Marshall, Vice President
Engineering Support Services
P.O. Box 1680
Clarksburg, WV 26302-1680
Phone (304) 624-2227

HERITAGE FARMS SUBDIVISION

William E. Morton, Developer
Route 3, Box 12
Bridgeport, WV 26330
Phone (304) 842-2303