

# Hornor

Since  
1902

# Bros. Engineers

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

January 21, 2013

Department of Administration  
Purchasing Division  
Attention: Frank Whittaker  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

01/22/13 08:14:18 AM  
West Virginia Purchasing Division

**RE: Expression of Interest**  
**Buyer: CB-23 Req. #DEP 16069**  
**Pepper Portals and Drainage Design - Barbour County, WV**

Dear Mr. Whittaker:

Hornor Brothers Engineers is pleased to provide this response to your EOI for professional engineering services for the referenced project. Attached are one original, one convenience copy and one copy on a CD. Hornor Brothers Engineers is a full service civil engineering and survey firm that has been in continual business for over 100 years. Our firm is experienced in designs for site development, grading and drainage which are the key elements of this project.

In September 2008 we completed the design and participated in the pre-construction conference for the Stanley Subsidence II AML Enhancement project in Harrison County for which we were the designers of record. Construction was successfully completed in the fall of 2009. We worked closely on that project with personnel from the AML office in Philippi, as well as Danny Pritt in Charleston. We are interested in expanding our practice into more of the AML reclamation projects, especially those near our office in Clarksburg. We have the appropriate staff and respectfully request the opportunity to work through another project. The referenced project is located within 20 miles of our office.

If there is a need for sub-surface investigation, we would propose to use Triad Engineering as our geotechnical subconsultant. They are experienced, well qualified and have performed geotechnical services on many projects throughout the state.

If selected for the project, we would be able to begin work immediately. We appreciate your consideration of our qualifications and look forward to the opportunity to work with the West Virginia Department of Environmental Protection on this important project. If you should have any questions about the information provided, please let me know.

Yours truly,

HORNOR BROTHERS ENGINEERS



Trey Hornor, P.E.  
PRESIDENT

TH:jmw  
Enclosure  
File: 2010- Correspondence 1



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

**Solicitation**

NUMBER
DEP16069

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED
12/18/2012

BID OPENING DATE: 01/22/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
PEPPER PORTALS & DRAINAGE DESIGN						
EXPRESSION OF INTEREST						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND CONSTRUCTION MONITORING SERVICES AT THE PEPPER PORTALS & DRAINAGE PROJECT IN BARBOUR COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ DEP16069 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**EXPRESSION OF INTEREST  
PEPPER PORTALS AND DRAINAGE  
DEP16069**

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**SECTION ONE: GENERAL INFORMATION**

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Office of West Virginia State Purchasing Division (Purchasing Division) is soliciting Expression(s) of Interest (EOI) for the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation (WVDEP/AML), from qualified firms (Vendors) to provide architectural/engineering services as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide design services for the following:

**PEPPER PORTALS AND DRAINAGE:**

Design of drainage conveyances.  
Installation of mine seals.  
Subsidence area reclamation.  
Highwall reclamation.  
Re-vegetation of disturbed areas.

**EXPRESSION OF INTEREST  
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**3. SCHEDULE OF EVENTS:**

Release of the EOI.....12/21/2012  
Addendum Issued .....TBD  
Expressions of Interest Opening Date.....01/22/2013  
Estimated Date for Interviews.....TBD

**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

[Redacted]

Submit Questions to:

Frank Whittaker  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305  
 Fax: 304-558-4115  
 Email: frank.m.whittaker@wv.gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:        Technical  
                      Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

01/22/2013 at 1:30 PM

Bid Opening Location:

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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PEPPER PORTALS AND DRAINAGE  
DEP16069**

**SECTION THREE: PROJECT SPECIFICATIONS**

1. **Location:** Agency is located at 209 South Main Street and the Project is located in Barbour County, WV.

Directions to Site: From intersection of US 119 and SR 57, south of Philippi, drive 4.3 miles west on SR 57. Turn right on Stewarts Run Road, CR 18, and drive 2.8 miles to CR 7, Brushy Fork Road. Continue west on CR 7 and drive 2.7 miles to Pepper Road, CR 16/2, on right. Turn here and drive 1/10th mile to log road on right, across un-named tributary to Brushy Fork. Highwall, portal, and slide is to the east and up the hill about 600 feet.

2. **Background:** Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects. The anticipated contract will be for "full-service" A/E design. Aspects of the design are to include, but not be limited to, Civil, Structural, Geological and Hydrological.

*The successful A/E will be responsible for Design of the following:*

Design of drainage conveyances.  
Installation of mine seals.  
Stabilize and correct land slide.  
Highwall reclamation.  
Re-vegetation of disturbed areas.

Preliminary design documents will be due 60 days from the issuance of the Purchase Order.

3. **Qualifications and Experience:** Vendors will provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.



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The response should be presented in concise format which defines the corporation history and the experience, qualifications, and performance data of the firm's staff as requested by the AML Consultant Qualification Questionnaire (CQQ), Attachment "B" and the AML and Related Project Experience Matrix (RPEM), Attachment "C".

AML Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See Attachment "B").

AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").

**Electronic copies of the above referenced documents Attachment "B" and Attachment "C" are available online for registered vendors at:**

**<http://www.state.wv.us/admin/purchase/newbul.htm>**

4. **Project and Goals:** The project goals and objectives are:

Develop drawings and specifications to remediate an abandoned mine land problem area.

5. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 5.1. **Materials and Information Required at Oral Presentation:**

"Evaluation and Award Process" will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

## EXPRESSION OF INTEREST PEPPER PORTALS AND DRAINAGE DEP16069

The format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control

### SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.

All responses should be submitted in a loose-leaf, three ring binder. Submit one original, one convenience copy and one copy on CD.

2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of

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interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.

- 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
- 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
  - 3.3.1. 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.
  - 3.3.2. Conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
  - 3.3.3. 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.
  - 3.3.4. 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.
  - 3.3.5. 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.

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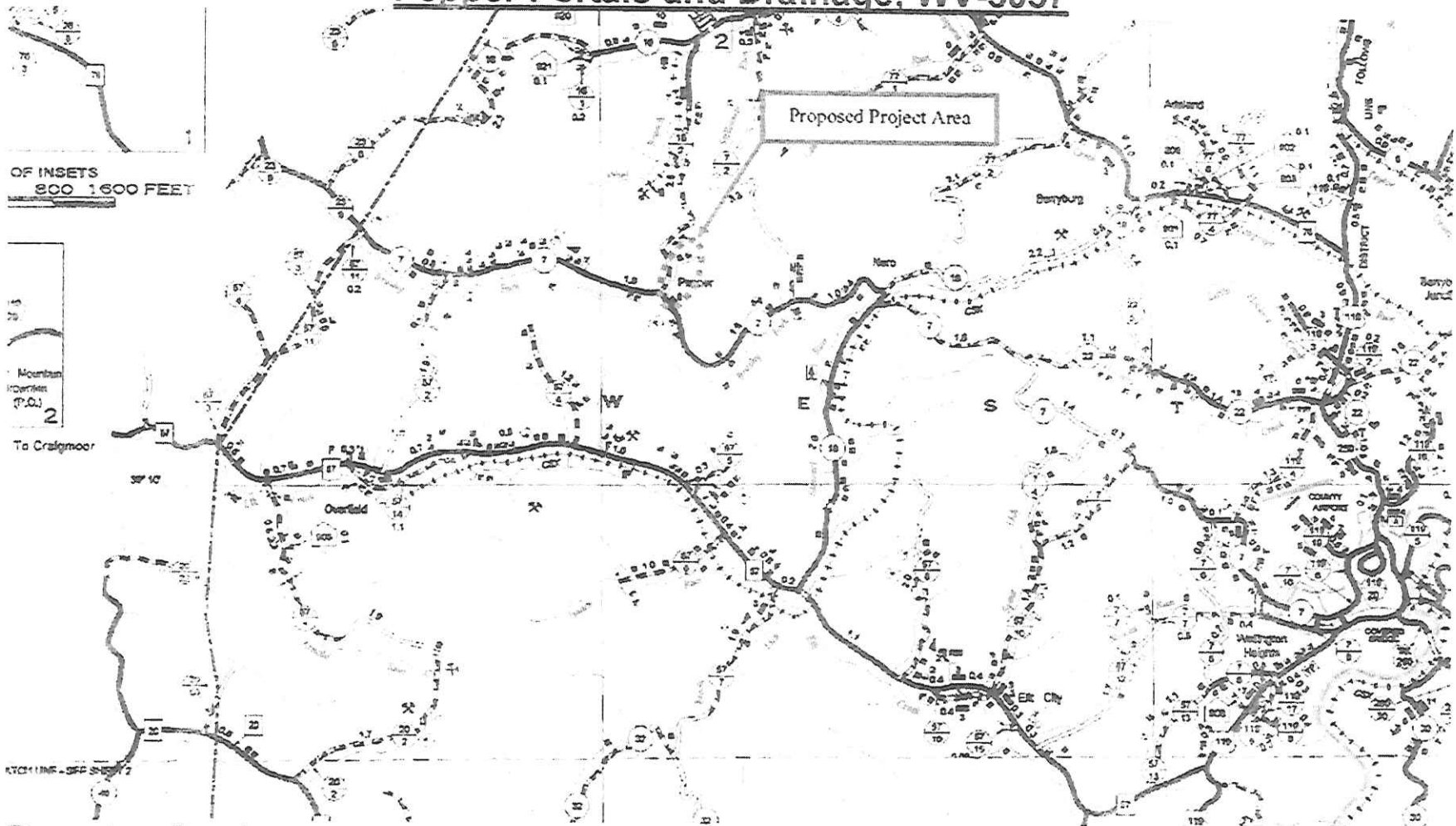
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score.

Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |           |
|---|-----------|
| A. WV Registered Professional Engineers (Civil or Mining)<br>In the Primary Office:   | 20 points |
| B. Reclamation Engineering design experience of the Primary<br>Office's WVRPE as it relates to the specific project problem<br>Areas:   | 25 points |
| C. Available WV-AML Design Teams within the Primary office<br>(A Design team should consist of one Project Engineer (Civil<br>or Mining), one CAD person and availability of other support<br>personnel as required by the particular project): | 20 points |
| D. The Oral Interview (See 5.1 under Section 3 of this EOI):  | 35 points |

# Highway Map

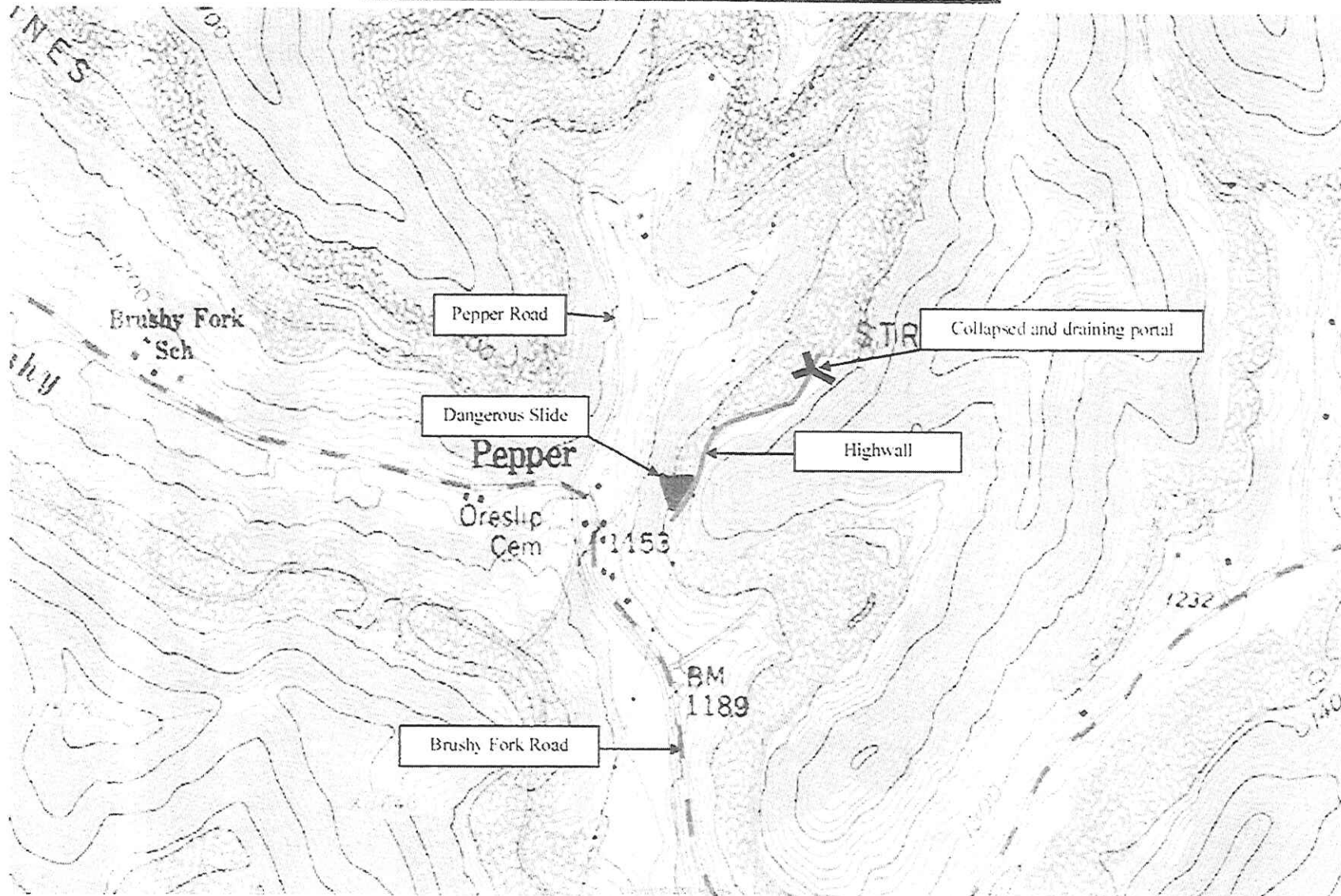
## Pepper Portals and Drainage: WV-5057



Brownton Quad  
Latitude: 39° 11' 20.6"

Barbour County  
Longitude: 80° 09' 16.8"

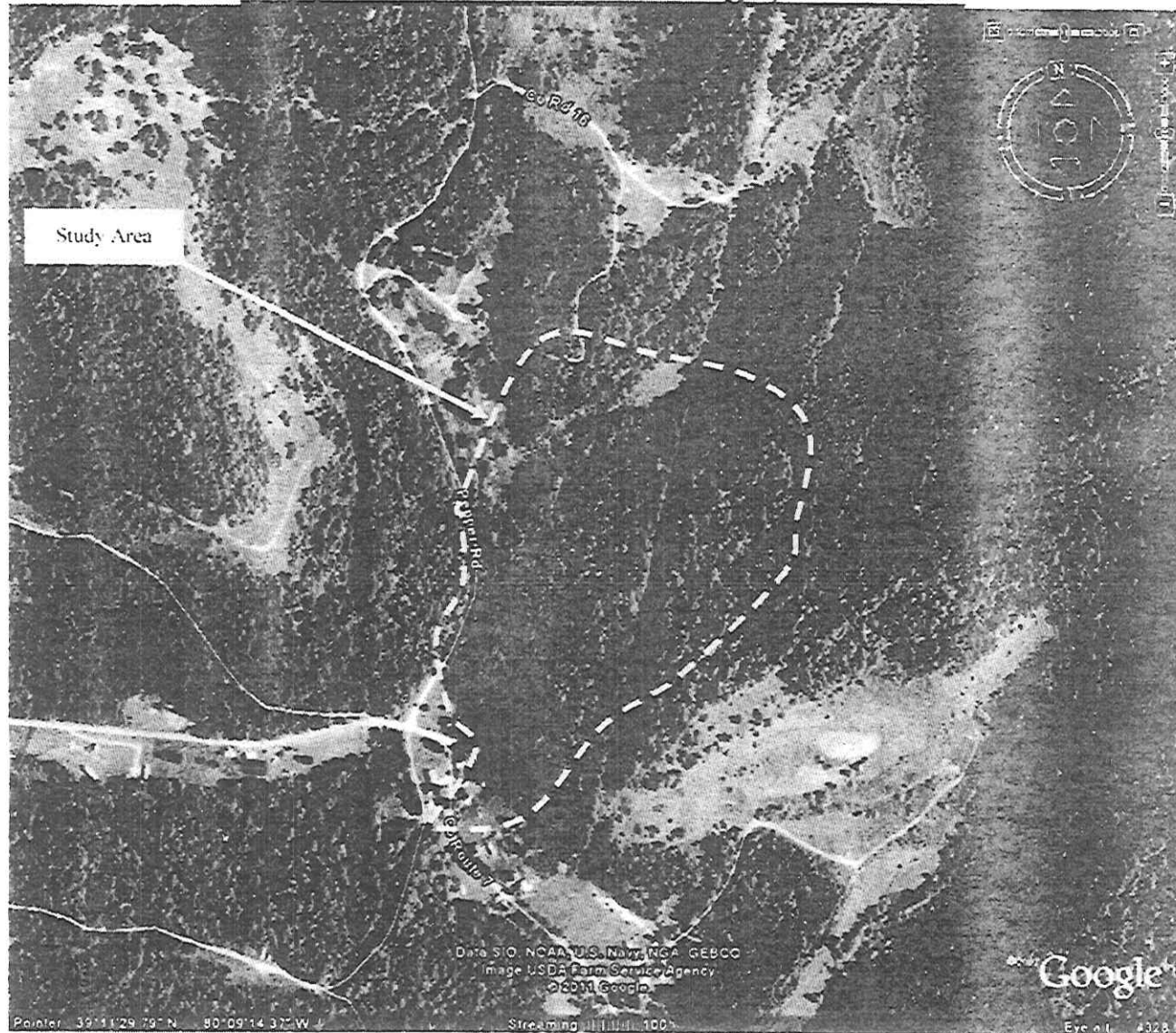
**Project Location Map**  
**Pepper Portals and Drainage; WV-5057**



Brownton Quad  
Latitude: 39° 11' 20.6"

Barbour County  
Longitude: 80° 09' 16.8"

Project Aerial Map  
Pepper Portals and Drainage; WV-5057



**Brownton Quad**  
Latitude: 39° 11' 20.6"

**Barbour County**  
Longitude: 80° 09' 16.8"

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**AML CONSULTANT QUALIFICATION QUESTIONNAIRE** Attachment "B"

PROJECT NAME Shinnston (Shinns Run) Pepper Portals and Drainage Design, DEP 16069		DATE (DAY, MONTH, YEAR) 18, January, 2013	FEIN 55 0197150
1. FIRM NAME Hornor Brothers Engineers		2. HOME OFFICE BUSINESS ADDRESS P.O. Box 386, Clarksburg, WV 26302-0386	3. FORMER FIRM NAME N/A
4. HOME OFFICE TELEPHONE 304-624-6445	5. ESTABLISHED (YEAR) 1902	6. TYPE OWNERSHIP Individual <u>Corporation</u> Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES NO X
7. PRIMARY DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE Hornor Brothers Engineers/P.O. Box 386, Clarksburg, WV 26302-0386/304-624-6445/Paul A. Hornor III/Twelve (12)			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM Paul A. Hornor III, P.E., President		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS John W. Hornor, P.S., Survey Manager 304-624-6445 Marshall W. Robinson, P.S. 304-649-8608	
9. PERSONNEL BY DISCIPLINE			
2 ADMINISTRATIVE	— ECOLOGISTS	— LANDSCAPE ARCHITECTS	— STRUCTURAL ENGINEERS
— ARCHITECTS	— ECONOMISTS	— MECHANICAL ENGINEERS	3 SURVEYORS
— BIOLOGIST	— ELECTRICAL ENGINEERS	— MINING ENGINEERS	— TRAFFIC ENGINEERS
2 CADD OPERATORS	— ENVIRONMENTALISTS	— PHOTOGRAMMETRISTS	— OTHER
— CHEMICAL ENGINEERS	— ESTIMATORS	— PLANNERS: URBAN/REGIONAL	
3 CIVIL ENGINEERS	— GEOLOGISTS	— SANITARY ENGINEERS	
1 CONSTRUCTION INSPECTOR	— HISTORIANS	— SOILS ENGINEERS	
1 DESIGNER	— HYDROLOGISTS	— SPECIFICATION WRITERS	12 TOTAL PERSONNEL
— DRAFTSMEN			
<p>TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: 3</p> <p>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</p>			
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? YES NO			



11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant Confidential Qualification Questionnaire".

NAME AND ADDRESS:  N/A	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  ____ Yes ____ No

12. Is your firm's personnel experienced in Abandoned Mine Lands Remediation/Mine Reclamation Engineering?

**YES** Description and Number of Projects: Three (3) projects, Stanley Subsidence II AML Enhancement Project, Harrison County (construction complete); Century-Volga PSD Brushy Fork Waterline Extension Project, Barbour County (construction complete); Summit Park PSD Waterline Replacement Project, Harrison County (construction complete).

NO

B. Is your firm experienced in Soil Analysis?

**YES** Description and Number of Projects: \_\_\_\_\_

**NO**

C. Is your firm experienced in hydrology and hydraulics?

**YES** Description and Number of Projects: We have performed waterline pipe hydraulic analysis as part of the design process for more than 50 water system expansion or replacement projects. We have also performed hydrological studies of pre and post runoff and storm water management for many site development projects. A more recent of these is the new United Hospital Center in Harrison County. Please see the site development section of our company profile for additional projects that required hydrological and hydraulic analysis associated with surface and storm water management.

NO

D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?

**YES** Description and Number of Projects: \_\_\_\_\_

**NO** Our firm does not have in-house aerial photography. However, we coordinate aerial photography and mapping, and provide the ground control associated with it using RTK. We regularly work with Geo One, Blue Mountain Aerial Surveys, and Keddal Aerial Mapping. We also have an in-house land surveying crew that provides boundary feature location and contour surveys.

E. Is your firm experienced in domestic waterline design? (Include any experience your firm has in evaluation of aquifer degradation as a result of mining.)

**YES** Description and Number of Projects: Domestic waterline design comprises a significant part of our business. Hornor Brothers has experience with the design and project administration for more than 50 new or replacement waterline projects. Please see the waterline section of our company profile for a detailed description and photographs of more recent projects which are attached as a part of this proposal.

NO

F. Is your firm experienced in Acid Mine Drainage Evaluation and Abatement Design?

**YES** Description and Number of Projects: \_\_\_\_\_

**NO**

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	YEARS OF DESIGN EXPERIENCE:	
Paul A. Hornor III, President	31	

Brief Explanation of Responsibilities

Paul A. Hornor III is responsible for the management and execution of most of the firm's assignments. Primary activities include the overall planning, design and project management of water, sewer, and land development projects in West Virginia.

EDUCATION (Degree, Year, Specialization)

BS, 1982, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS: WV Society of	REGISTRATION (Type, Year, State)
Professional Engineers; American Society of Civil Engineers; National Society of Professional Engineers; WV Rural Water Association; American Water Works Association; American Council of Engineering Companies of WV; WV Association of Land Surveyors	Professional Engineer, 1987, WV #10281 Professional Surveyor, 1995, WV #1565

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	YEARS OF DESIGN EXPERIENCE:	
Thomas D. Corathers, P.E.	30	

Brief Explanation of Responsibilities

Thomas D. Corathers, Project Manager, 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. He also coordinates and reviews the site development designs for oil/gas drill pads and associated access roads and impoundments.

EDUCATION (Degree, Year, Specialization)

BSET, 1982, Civil Engineering Technology

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, Year, State)
National Society of Professional Engineers; WV Association of Land Surveyors	Professional Surveyor, 1990, WV #890 Professional Engineer, 1999, WV #14161

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF DESIGN EXPERIENCE:		
Joseph D. Robinson, P.E.	9		

Brief Explanation of Responsibilities

Joseph D. Robinson performs civil engineering and design services primarily associated with site development, including roadway and embankment design, drainage, storm water retention, grading, hydrology and retaining walls. He is our CADD manager and is familiar and useful with a wide variety of software design tools.

EDUCATION (Degree, Year, Specialization)

B.S., 2004, Civil Engineering

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

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

REGISTRATION (Type, Year, State)

Professional Engineer, 2012, WV #19756

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		
	YEARS OF SURVEYING EXPERIENCE:		
John W. Hornor, Survey Manager	23		

Brief Explanation of Responsibilities:

John W. Hornor is responsible for the management and execution of all of the field surveying services for the firm. Primary activities include site reconnaissance, coordination with the owner, courthouse property research, delegating work to the field survey crew(s), plat and narrative preparation, and coordination for aerial mapping.

EDUCATION (Degree, Year, Specialization)

West Virginia University 1980-1984  
Civil Engineering and Preparatory Courses

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

WV Association of Land Surveyors

REGISTRATION (Type, Year, State)

Professional Surveyor 1997, WV #1955



15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Adrian PSD, Phase VI Waterline Ext. Project Upshur County, WV	Adrian PSD P.O. Box 87 French Creek, WV 26218	Complete project design and construction phase engineering, observation and administration.	\$4,500,000	Design - 100%; Construction not anticipated to start until 2014
Wetzel Co. PSD No. 1, Phase IV Waterline Ext. Project Wetzel County, WV	Wetzel County PSD No.1 P.O. Box 456 Reader, WV 26167	Complete project design and construction phase engineering, observation and administration.	\$2,800,000	Design - 100%; Construction anticipated to start in 2013
Huttonsville PSD, Phase II Waterline Extension Project, Randolph County, WV	Huttonsville PSD P.O. Box 277 Mill Creek, WV 26280	Complete project design and construction phase engineering, observation and administration.	\$6,000,000	Design 100%; Construction not anticipated to start until 2014
G.A.L. Company Industrial Site Development, Harrison County, WV	G.A.L. Land Company P.O. Box 747 Bridgeport, WV 26330	Complete project design and construction phase engineering	\$1,000,000	Design - 100% Construction 75% complete
Mt. Hope Water Association New booster Pump Station Project, Upshur County, WV	Mt. Hope Water Association P.O. Box 684 Buckhannon, WV 26201	Complete project design and construction phase engineering and observation	\$250,000	Design - 90%; Construction anticipated to start in 2013
Adrian PSD, Phase VII Water Tanks Project Upshur, County, WV	Adrian PSD P.O. Box 87 French Creek, WV 26218	Complete project design and construction phase engineering and inspection	\$750,000	Preliminary engineering phase; construction not anticipated to start until 2014
United Technical Center Sewerline Extension Project Harrison County, WV	United Technical Center Route 3, Box 43C Clarksburg, WV 26301	Complete project design and construction phase engineering, inspection and administration	\$320,000	Design - 100%; Construction anticipated to start in 2013

TOTAL NUMBER OF PROJECTS: 7

TOTAL ESTIMATED CONSTRUCTION COSTS: \$15,620,000

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS

PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY
Harrison County 911 Emergency Services Center Harrison County, WV	Site design and construction representation	Harrison County Building Commission 301 West Main St. Clarksburg, WV 26301	April 2014	\$8,000,000	\$1,500,000
Various Marcellus Shale Well Site Developments. Harrison, Doddridge and Ritchie Counties, WV	Civil site design and construction representation	Antero Resources Appalachain Corp. 981 E. Washington Avenue Ellenboro, WV 26346	Open-ended	\$15,000,000	\$7,500,000

17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Clarksburg Streetscape Project - Uptown Harrison County, WV	City of Clarksburg 222 W. Main Street Clarksburg, WV 26301	\$382,000	2012	Yes
City of Salem Buildings demolition and stream bank mitigation	City of Salem 229 W. Main Street Salem, WV 26426	\$295,730	2012	Yes
Mannington PSD, Water Tanks Project	Mannington PSD P.O. Box 205 Mannington, WV 26582	\$932,000	2012	Yes
Century-Volga PSD Waterline Ext. Project (Brushy Fork) Barbour County, WV	Century-Volga PSD Route 1, Box 78 Philippi, WV 26416	\$1,998,000	2011	Yes
Mannington PSD Water Distribution System Marion County, WV	Mannington PSD P.O. Box 205 Mannington, WV 26582	\$4,263,590	2011	Yes
Summit Park PSD Water System Replacement Project	Summit Park PSD Route 2, Box 200D Clarksburg, WV 26302	\$950,000	2011	Yes
Whitmer Water Association Water Treatment and Distribution Project Randolph County, WV	Whitmer Water Association P.O. Box 23 Whitmer, WV 26296	\$2,827,841	2011	Yes
City of Clarksburg Safe Routes to School Project Clarksburg, WV	City of Clarksburg 222 West Main Street Clarksburg, WV 26301	\$200,000	2011	Yes



18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH
John Campbell North Well Site Development Pullman, Ritchie County, WV	Antero Resources Appalachain Corp. 981 E. Washington Avenue Ellenboro, WV 26346	\$500,000 site design including embankments, impoundments, grading, access roads, drainage, erosion and sediment control	2012	Yes	Allegheny Surveys, Inc.
United Hospital Center Replacement Hospital Harrison County, WV	United Hospital Center P.O. Box 1680 Clarksburg, WV	\$16,000,000 Site design including embankment, drainage, grading, paving, curbs, walks, storm sewer, water distribution, sanitary sewer and retaining walls	2010	Yes	Gresham, Smith and Partners
Doddridge County Water Resources Study, Doddridge County, WV	Gannett Fleming, Inc. Foster Plaza III Suite 200 601 Holiday Drive Pittsburgh, PA 15220	\$225,000 (\$25,000 Sub-Consultant fee) Site surveys and local general consulting for Gannett Fleming, Inc.	2010	No - not a construction project	Gannett Fleming
City of Bridgeport Public Safety Facility, Bridgeport, Harrison County, WV	City of Bridgeport P.O. Box 1310 Bridgeport, WV 26330	\$100,000 Surveying, topographic, and site design including grading, drainage, paving, curbs, walks, storm sewer, sanitary sewer and water service.	2009	Yes	WYK Associates
Clarksburg Water Board Dam Study	Clarksburg Water Board 1001 South Chestnut St. Clarksburg, WV 26301	Surveying and mapping services only. Construction cost estimates for dam removal project have not yet been prepared by the Engineer of Record	2008	No	Gannett Fleming

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Abandoned Mine Lands Program.

Hornor Brothers Engineers is a well-established civil engineering firm which operates primarily in north-central West Virginia. Over our many years of business, we have performed the design for all sizes of site development projects, from individual home sites to a 10,000,000 cubic yard excavation and embankment for the runway extension at Benedum Airport in Harrison County. We have completed the design, and construction is complete, on \$16,000,000 worth of site development at the new UHC replacement project along Jerry Dove Drive and I-79 in Bridgeport.

We are accustomed to providing the full breadth of engineering services associated with site development projects, including permit applications (Division of Culture and History, U.S. Army Corps of Engineers (Nationwides), and Department of Environmental Protection), preparation of highly detailed construction plans and specifications, identification of necessary rights-of-way, bidding, construction administration and on-site representation, and project closeout activities.

Most of these projects incorporate designs for excavation, embankment, drainage (open and closed conduits), utilities, access roads, stormwater detention, sediment and erosion control and site restoration. These are many of the same components that would be a part of this and many other AML reclamation projects. We completed the design of an AML reclamation project for the Stanley Subsidence II site in Harrison County in 2009. In doing so we established a good working relationship with personnel in the AML offices in Philippi and Charleston. Our related experience and close proximity to the project site would be important assets to the DEP on this project. If selected we would be able to begin work immediately.

20. The foregoing is a statement of facts.

Signature: \_\_\_\_\_



Title: President

Printed Name: Paul A. Hornor III

Date: January 21, 2013

**EXPRESSION OF INTEREST  
PEPPER PORTALS AND DRAINAGE  
DEP16069**

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "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 extends for a period of  year(s).

**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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

**One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**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 issued and 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.

**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.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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 above.

**[ ] LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]	
[ ]	
[ ]	
[ ]	

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

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.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wy.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **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>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**52. 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:

- a. 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

- b. 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.

**53. 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.



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:
  - a. 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:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

HORNOR BROTHERS ENGINEERS

(Company)

Paul A. Hornor III

(Authorized Signature)

PAUL A. HORNOR III, PRESIDENT

(Representative Name, Title)

304-624-6445      304-624-6448

(Phone Number)

(Fax Number)

JAN 21, 2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DEP16069

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

**HORNOR BROTHERS ENGINEERS**

**Available WV-AML Design Team Within the Primary Office (Clarksburg, WV)**

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

Project Manager: Thomas D. Corathers, P.E., P.S. (Civil)

Design Engineer: Joseph D. Robinson, P.E. (Civil)

CADD Draftsman: Thomas B. Childers  
Ryan Campbell

Engineering Technician: Richard B. Taylor

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

Survey Crew: Gary Hyre  
Benji Riddle

Construction Inspector: Roy Lackey  
Richard B. Taylor

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Hornor Brothers Engineers

Authorized Signature: *Paul A. Hornor* Date: January 18, 2013

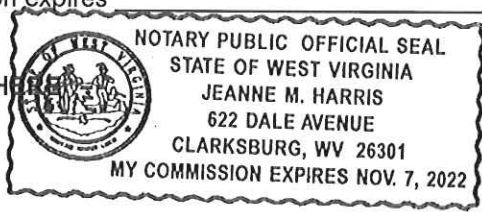
State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 18 day of January, 2013.

Commission expires November 7, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

*Jeanne M. Harris*