

# Hornor

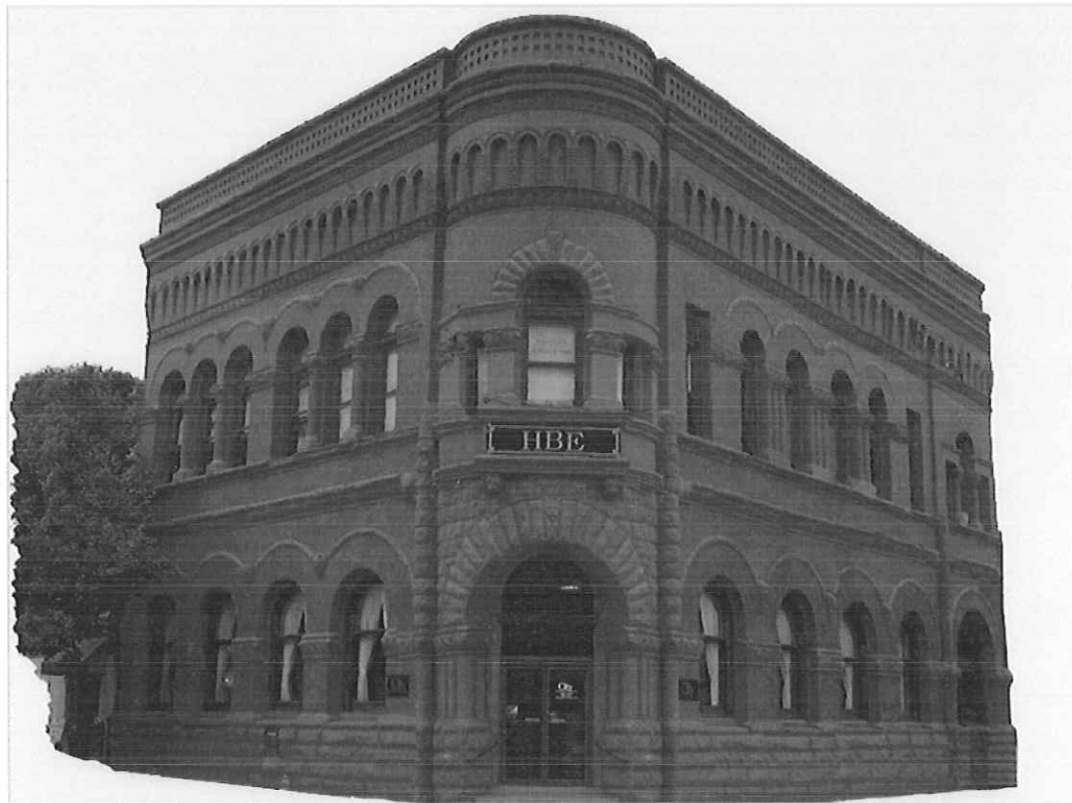
*Since  
1902*

# 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 *111 YEARS OF ENGINEERING EXCELLENCE* 2013



**EXPRESSION OF INTEREST  
GRAFTON #4 REFUSE AND HIGHWALL PROJECT  
TAYLOR COUNTY, WV**

**Buyer CB-23, Requisition #DEP 16073**

**Opening Date: 1/29/2013**

**Opening Time: 1:30 p.m.**

# 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 23, 2013

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

**RE: Expression of Interest**  
**Buyer: CB-23 Req. #DEP 16073**  
**Grafton #4 Refuse and Highwall Project, Taylor 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 25 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



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

**Solicitation**

NUMBER
DEP16073

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

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
12/20/2012

BID OPENING DATE: 01/29/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
		GRAFTON #4 REFUSE & HW		DESIGN		
EXPRESSION OF INTEREST						
<p>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 GRAFTON #4 REFUSE &amp; HW PROJECT IN TAYLOR COUNTY, WEST VIRGINIA PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</p>						
<p>***** THIS IS THE END OF RFQ DEP16073 ***** TOTAL:</p>						

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  
GRAFTON #4 REFUSE & HIGHWALL  
DEP16073**

**TABLE OF CONTENTS:**

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2. Section One: General Information
3. Section Two: Instructions to Vendors Submitting Bids
4. Section Three: Project Specifications
5. Section Four: Vendor Proposal, Evaluation, and Award
6. Section Five: Terms and Conditions
7. Certification and Signature Page

**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:

**GRAFTON #4 REFUSE & HIGHWALL:**

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



**EXPRESSION OF INTEREST  
GRAFTON #4 REFUSE & HIGHWALL  
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**3. SCHEDULE OF EVENTS:**

Release of the EOI.....12/28/2012  
Addendum Issued .....TBD  
Expressions of Interest Opening Date..... 01/29/2013  
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:

Submit Questions to:

- 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:

01/29/2013 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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DEP16073**

**SECTION THREE: PROJECT SPECIFICATIONS**

1. **Location:** Agency is located at 209 South Main Street, Philippi, WV 26416 and the Project is located in Taylor County, WV.

Directions to Site: From Philippi, take US 119 north towards Webster in Taylor County. Turn left (east) on Simpson Rd. (CR 13) for 3.6 miles. Turn left on Bosley/Gabe Fork Road, CR 13 / 5, for 0.85 miles to red metal barn and farm road, on right. Follow farm road (to the north of Robert Spencer's residence) northwest through field to bench for about 0.3 miles. Collapsed and draining portals begin here.

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.  
Subsidence area reclamation.  
Highwall reclamation.  
Refuse reclamation.  
Re-vegetation of disturbed areas.

Preliminary design documents will be due 75 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.

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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:

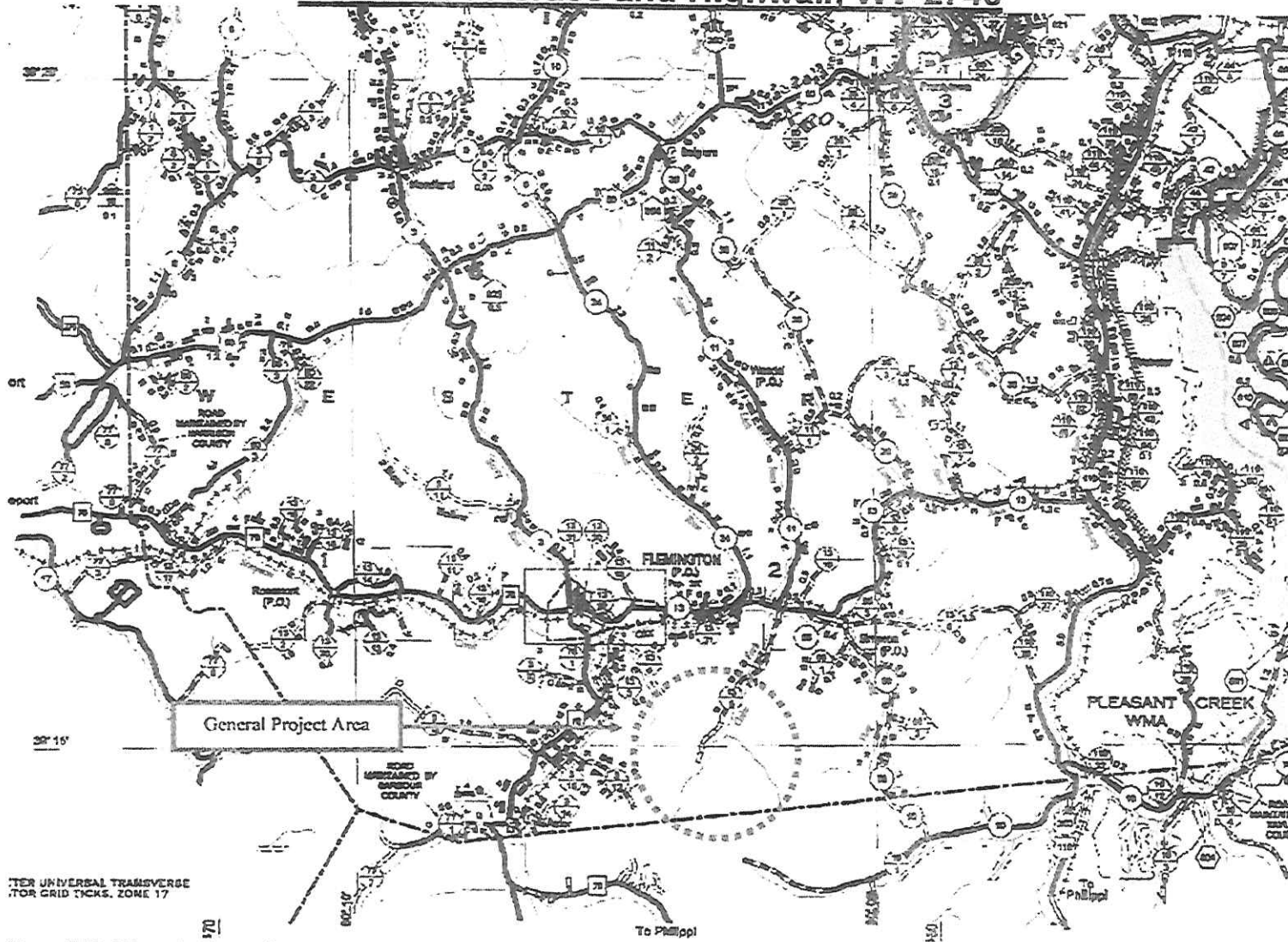
- |  |           |
|--|-----------|
| A. WV Registered Professional Engineers (Civil or Mining)<br>In the Primary Office:  | 20 points |
| B. Reclamation Engineering design experience of the Primary<br>Office's WVRPE as it relates to the specific project problem<br>Areas:  | 25 points |
| C. Available 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 a required by the particular project): | 20 points |
| D. The Oral Interview (See Section 5.1 under Section 3 of this EOI):   | 35 points |

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DEP16073**

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

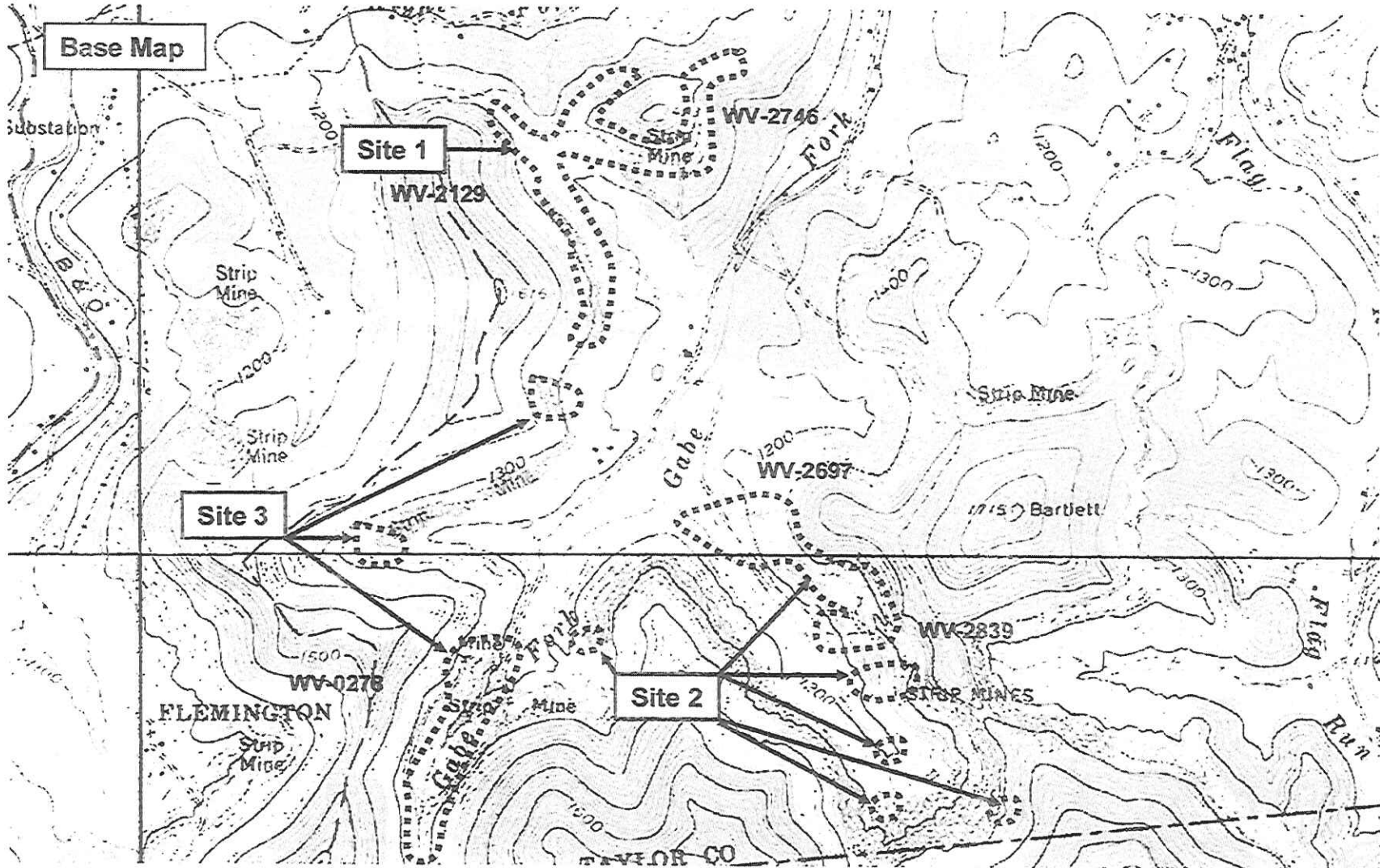
Highway Map  
Grafton #4 Refuse and Highwall; WV-2746



Grafton/Philippi Quads  
Latitude: 39° 15' 23"

Taylor County  
Longitude: 80° 06' 25"

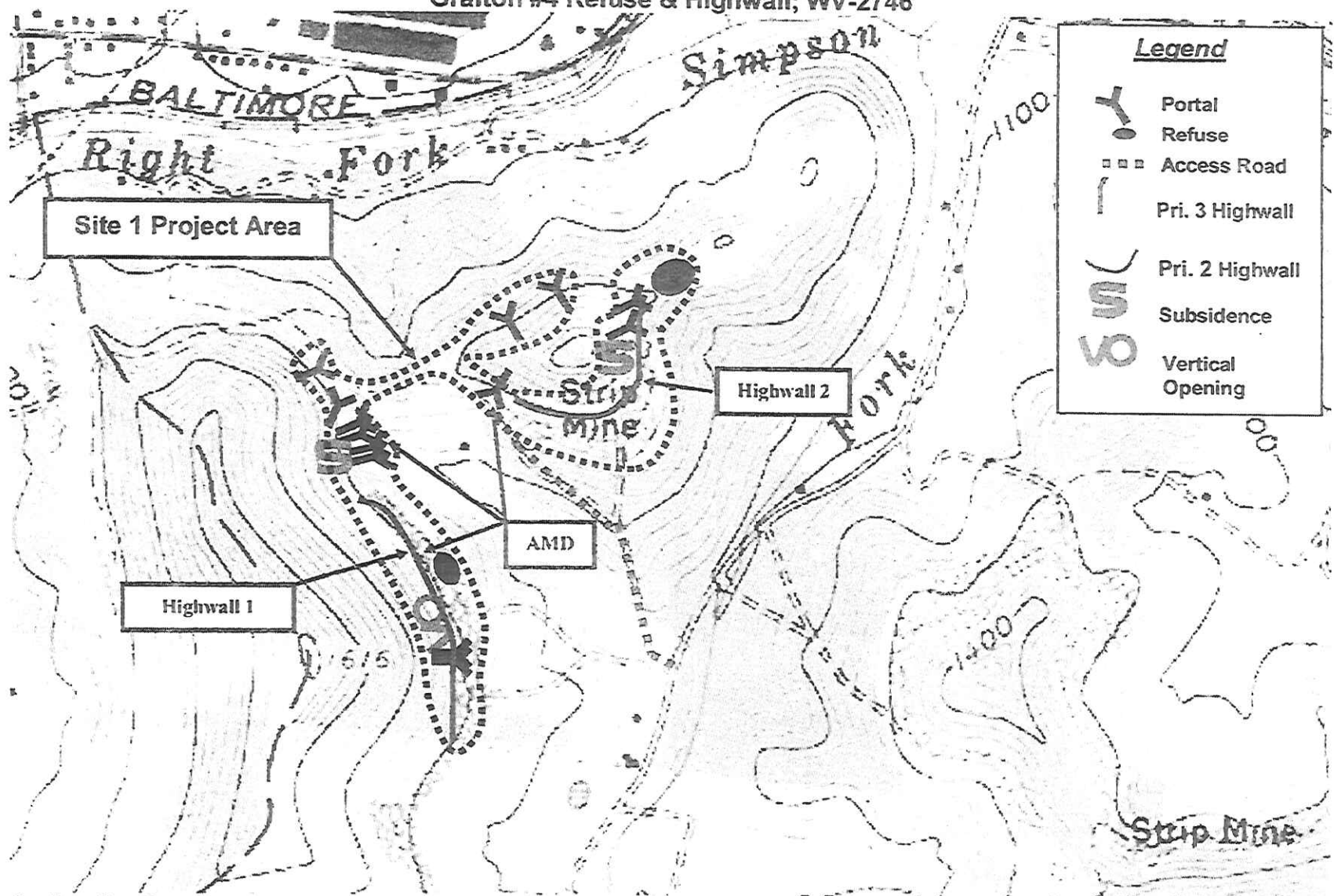
**Project Location - Topographic Map**  
**Grafton #4 Refuse & Highwall; WV-2746**



Grafton/Philippi Quads  
Latitude: 39° 15' 23"

Taylor County  
Longitude: 80° 06' 25"

**Project Location - Topographic Map**  
**Grafton #4 Refuse & Highwall; WV-2746**

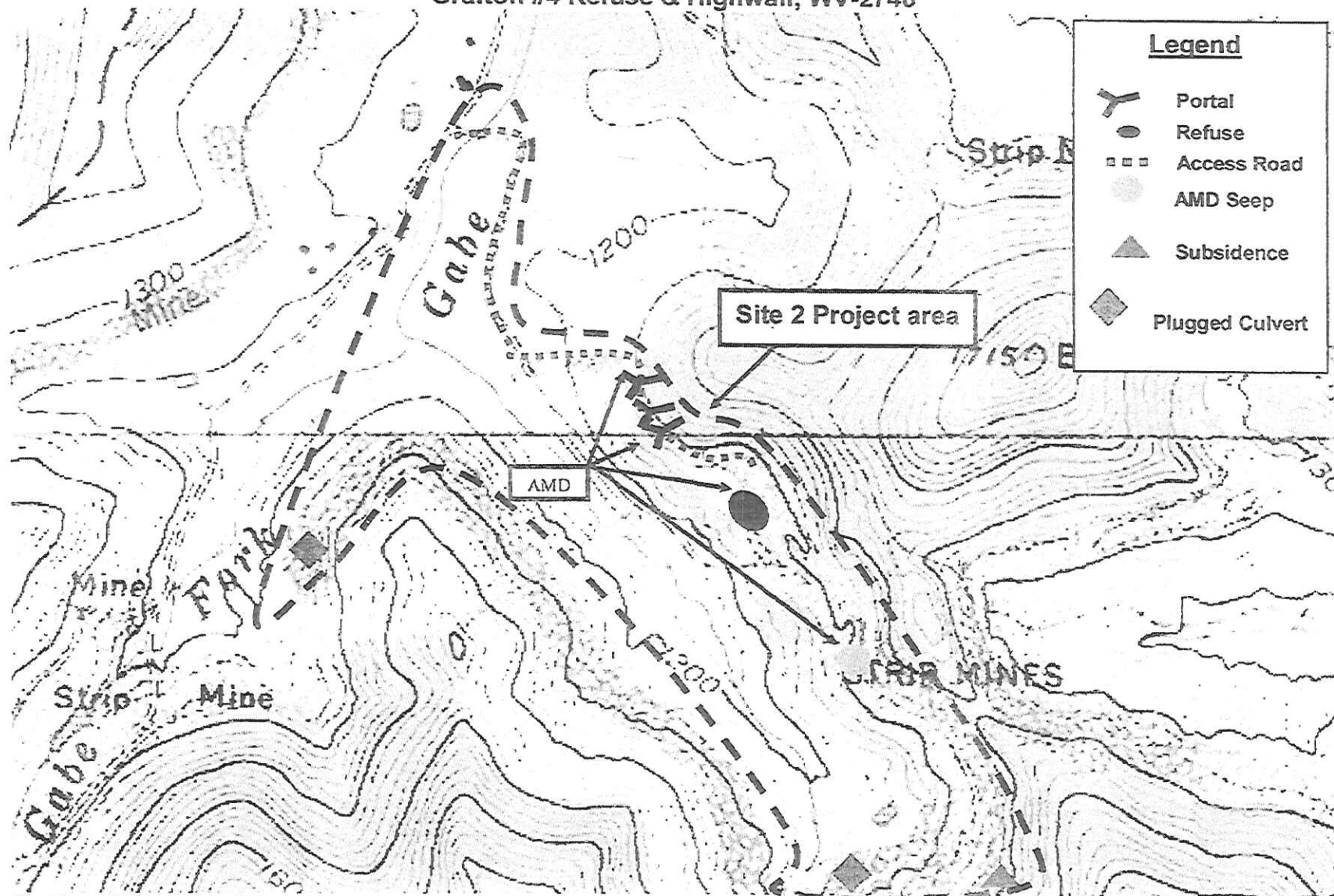


Grafton Quad  
 Latitude: 39° 15' 23"

Taylor County  
 Longitude: 80° 06' 25"



**Project Location - Topographic Map**  
**Grafton #4 Refuse & Highwall; WV-2746**

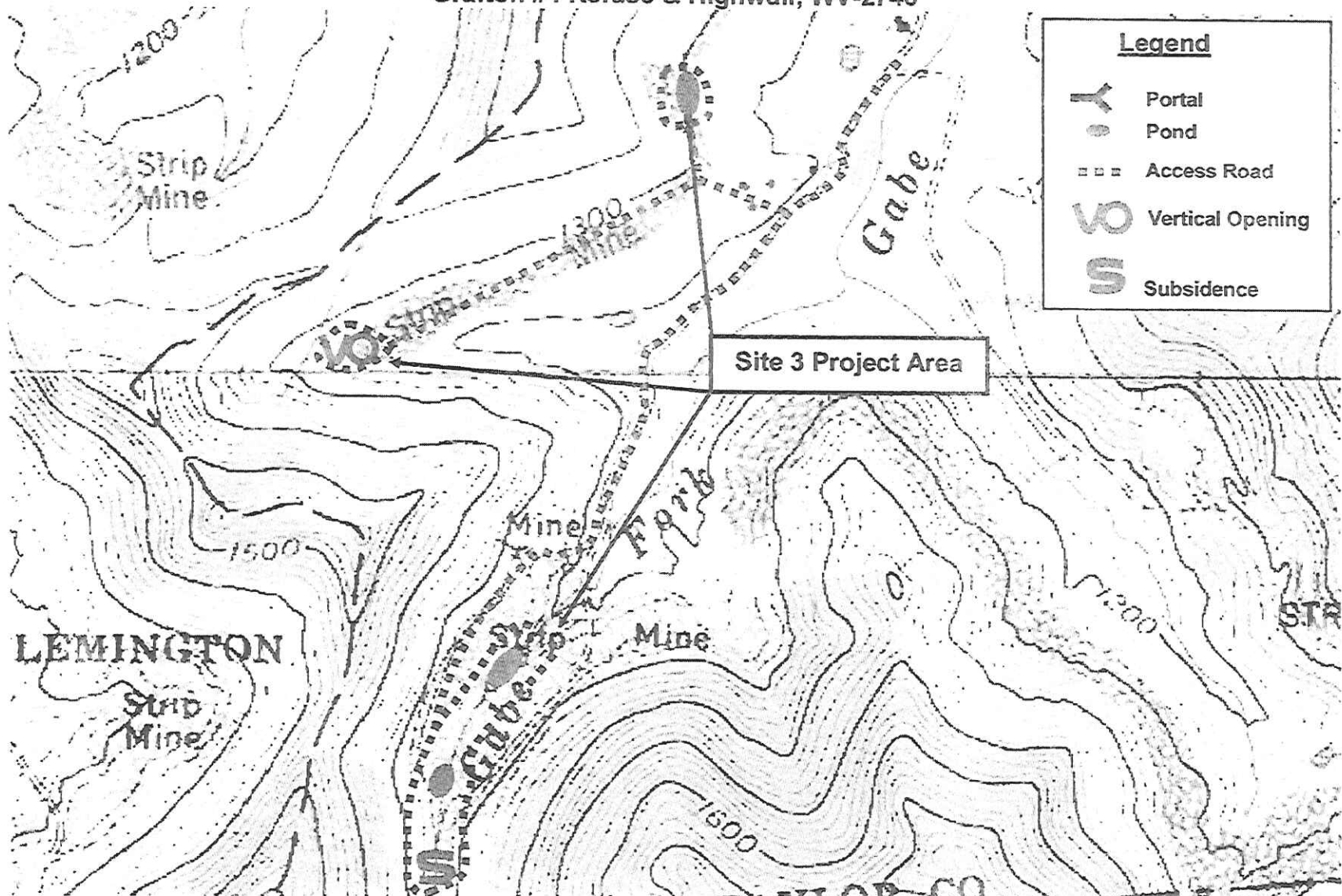


Grafton/Philippi Quads  
 Latitude: 39° 15' 03"

Taylor County  
 Longitude: 80° 06' 09"



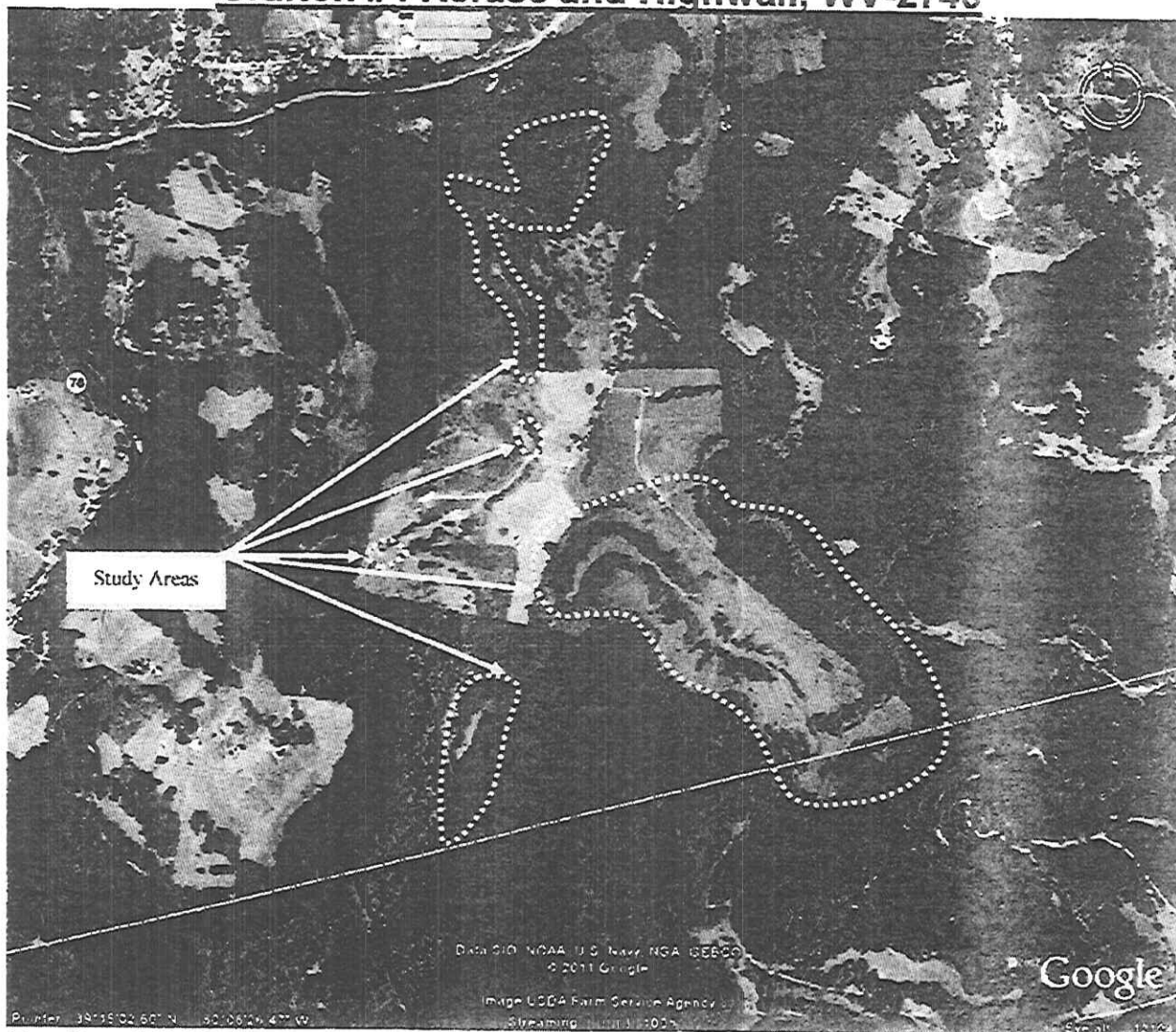
**Project Location - Topographic Map**  
**Grafton #4 Refuse & Highwall; WV-2746**



Grafton/Philippi Quads  
 Latitude: 39° 14' 43"

Taylor County  
 Longitude: 80° 06' 50"

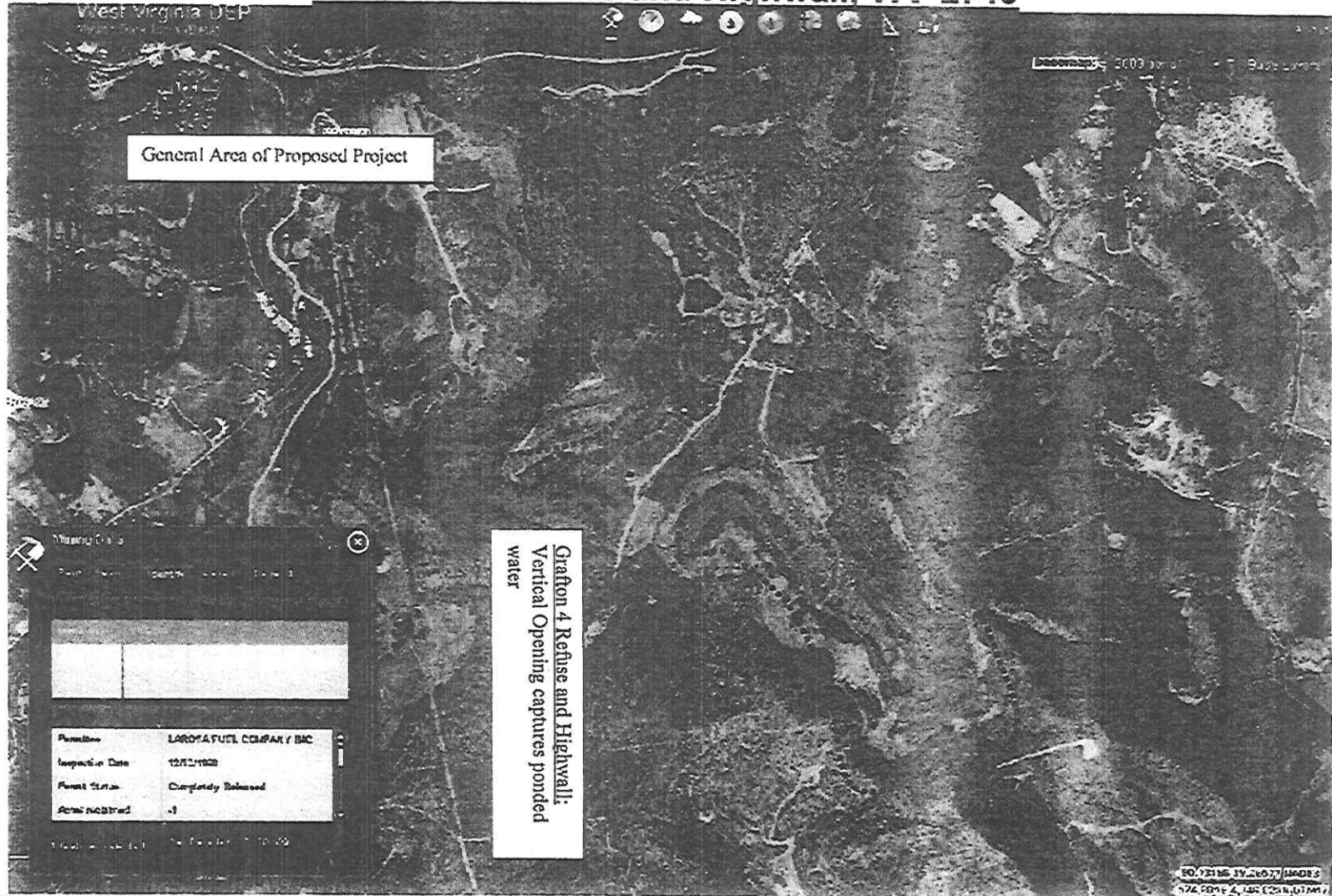
**Project Aerial Location Map**  
**Grafton #4 Refuse and Highwall; WV-2746**



**Grafton/Philippi Quads**  
**Latitude: 39° 15' 23"**

**Taylor County**  
**Longitude: 80° 06' 25"**

Permit Map  
**Grafton #4 Refuse and Highwall; WV-2746**



Grafton/Philippi Quads  
Latitude: 39° 15' 23"

Taylor County  
Longitude: 80° 06' 25"

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.

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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.wv.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 heath, 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.

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

PROJECT NAME Grafton #4 Refuse and Highwall Project, Taylor County, WV, DEP 16073		DATE (DAY, MONTH, YEAR) 23, 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							
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <b>2 ADMINISTRATIVE</b>  — ARCHITECTS  — BIOLOGIST  <b>2 CADD OPERATORS</b>  — CHEMICAL ENGINEERS  <b>3 CIVIL ENGINEERS</b>  <b>1 CONSTRUCTION INSPECTOR</b>  <b>1 DESIGNER</b>  — DRAFTSMEN </td> <td style="width: 25%; vertical-align: top;"> — ECOLOGISTS  — ECONOMISTS  — ELECTRICAL ENGINEERS  — ENVIRONMENTALISTS  — ESTIMATORS  — GEOLOGISTS  — HISTORIANS  — HYDROLOGISTS </td> <td style="width: 25%; vertical-align: top;"> — LANDSCAPE ARCHITECTS  — MECHANICAL ENGINEERS  — MINING ENGINEERS  — PHOTOGRAMMETRISTS  — PLANNERS: URBAN/REGIONAL  — SANITARY ENGINEERS  — SOILS ENGINEERS  — SPECIFICATION WRITERS </td> <td style="width: 25%; vertical-align: top;"> — STRUCTURAL ENGINEERS  <b>3 SURVEYORS</b>  — TRAFFIC ENGINEERS  — OTHER   <b>12 TOTAL PERSONNEL</b> </td> </tr> </table>				<b>2 ADMINISTRATIVE</b> — ARCHITECTS — BIOLOGIST <b>2 CADD OPERATORS</b> — CHEMICAL ENGINEERS <b>3 CIVIL ENGINEERS</b> <b>1 CONSTRUCTION INSPECTOR</b> <b>1 DESIGNER</b> — DRAFTSMEN	— ECOLOGISTS — ECONOMISTS — ELECTRICAL ENGINEERS — ENVIRONMENTALISTS — ESTIMATORS — GEOLOGISTS — HISTORIANS — HYDROLOGISTS	— LANDSCAPE ARCHITECTS — MECHANICAL ENGINEERS — MINING ENGINEERS — PHOTOGRAMMETRISTS — PLANNERS: URBAN/REGIONAL — SANITARY ENGINEERS — SOILS ENGINEERS — SPECIFICATION WRITERS	— STRUCTURAL ENGINEERS <b>3 SURVEYORS</b> — TRAFFIC ENGINEERS — OTHER  <b>12 TOTAL PERSONNEL</b>
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<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. 7 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

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

REGISTRATION (Type, Year, State)

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

National Society of Professional Engineers; WV Association of Land Surveyors

REGISTRATION (Type, Year, State)

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	REGISTRATION (Type, Year, State)
American Society of Civil Engineers (ASCE) American Concrete Institute (ACI)	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	REGISTRATION (Type, Year, State)
WV Association of Land Surveyors	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

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

(Phone Number)

304-624-6448

(Fax Number)

January 23, 2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DEP16073

**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 acknowledgement 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.

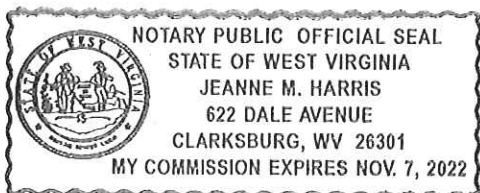
**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of 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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that 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 EngineersAuthorized Signature: *Michael A. Jordan* Date: January 23, 2013State of West VirginiaCounty of Harrison, to-wit:Taken, subscribed, and sworn to before me this 23 day of January, 2013.My Commission expires November 7, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

*Jeanne M. Harris**Purchasing Affidavit (Revised 07/01/2012)*

# Hornor

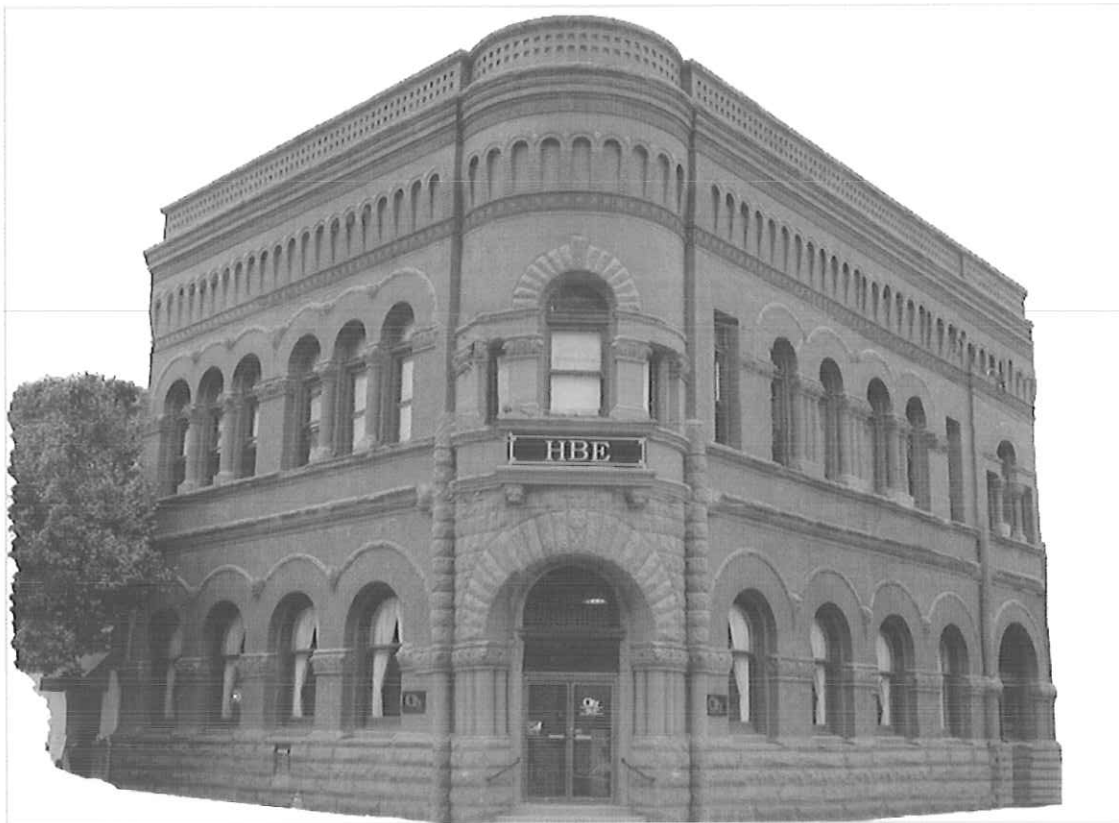
*Since  
1902*

# 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    *111 YEARS OF ENGINEERING EXCELLENCE*    2013



## COMPANY PROFILE

**HISTORY • EXPERIENCE • STAFF • REFERENCES**



# **HORNOR BROTHERS ENGINEERS**

**140 South Third Street  
P.O. Box 386  
Clarksburg, West Virginia 26302**

Phone: (304) 624-6445  
Fax: (304) 624-6448  
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Email: [Trey@HBE1902.com](mailto:Trey@HBE1902.com)

Professional Engineering Services Since 1902

01/16/13



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# Hornor

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## COMPANY PROFILE

### INTRODUCTION

The consulting firm of Hornor Brothers Engineers, located in Clarksburg, West Virginia was founded in 1902. Its principals are Paul Allen (Trey) Hornor III, John W. Hornor and Marshall W. Robinson. 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 administration associated with 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	Project Management
Civil Engineering	Gas Well Sites	Pumping Facilities
Coal-Related Consulting	General Consulting	Site Evaluations
Construction Observation Services	Highways and Roads	Subdivision Development
Land Surveying & Mapping	Industrial Site Development	Wastewater Collection Systems
Drainage Systems	Infrastructure Investigations and Reports	Water Distribution and Storage
Economic Feasibility Studies	Municipal Engineering	

## LAND SURVEYING

Land surveying plays a major role in Hornor Brothers Engineers' scope of business. HBE has performed survey work for over 10,000 individual property owners and hundreds of commercial and industrial clients. These services include contour and feature location maps, lot and farm surveys, subdivisions, gas well locations, to name a few. These surveying capabilities compliment the firm's other areas of business, such as project design, and enable us to handle a maximum amount of project responsibility internally. The service areas for all the firm's water system expansion projects are surveyed on the ground to produce highly detailed construction mapping. HBE utilizes mapping grade GPS equipment, total station instruments with data collector and CADD capabilities, which help provide for timely, sharp, finished plats and drawings.

## MUNICIPAL PROJECTS

Hornor Brothers Engineers has performed a wide range of municipal services including the design and construction phase services for small dams and reservoirs, tennis courts, city streets, conventional sidewalks, drainage systems, and all the project components associated with downtown streetscape improvements. The firm has also prepared multiple parking lot project designs, for United Hospital Center, Fairmont State College, and the City of Clarksburg among others.

Our history of successive projects with Fairmont State College, the United Hospital Center, and the cities of Clarksburg and Bridgeport and others is a reflection of our quality of performance in this area of development. See the following representative photographs and descriptions for several of the firm's various municipal projects.

**FAIRMONT STATE COLLEGE  
STUDENT PARKING EXPANSION PROJECT**  
Project Cost: \$394,000



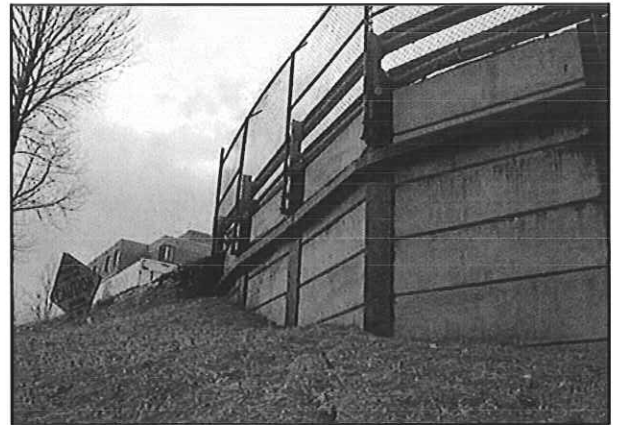
**FAIRMONT STATE COLLEGE  
NEW TENNIS COURTS PROJECT**  
Project Cost: \$553,000



**UNITED HOSPITAL CENTER EMPLOYEE PARKING  
EXPANSION PROJECTS (Phases 1&2)**  
251 New Spaces; Total Construction Cost: \$718,000

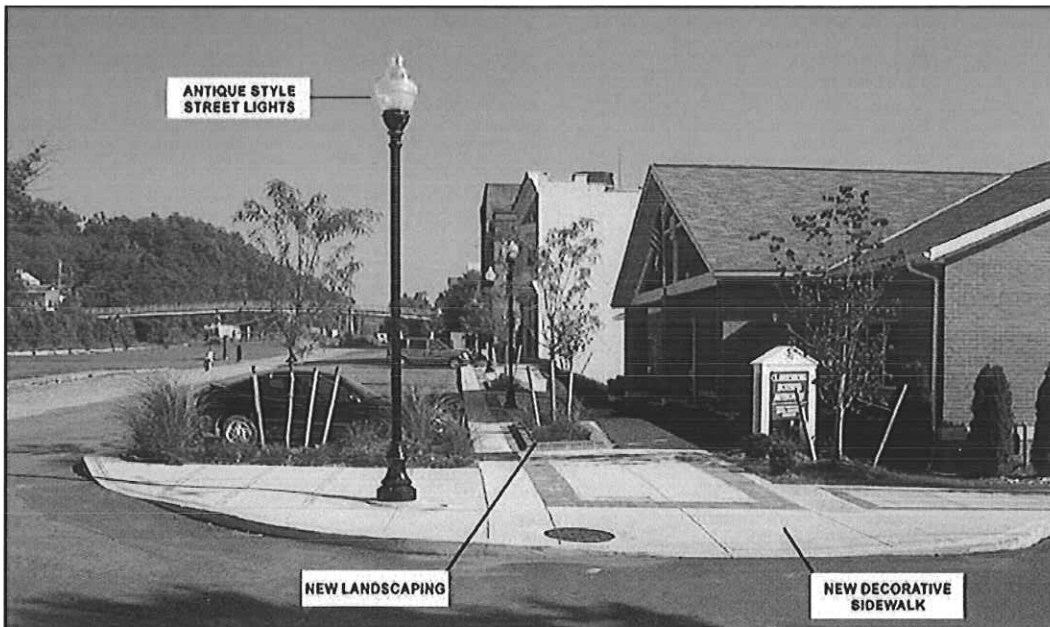
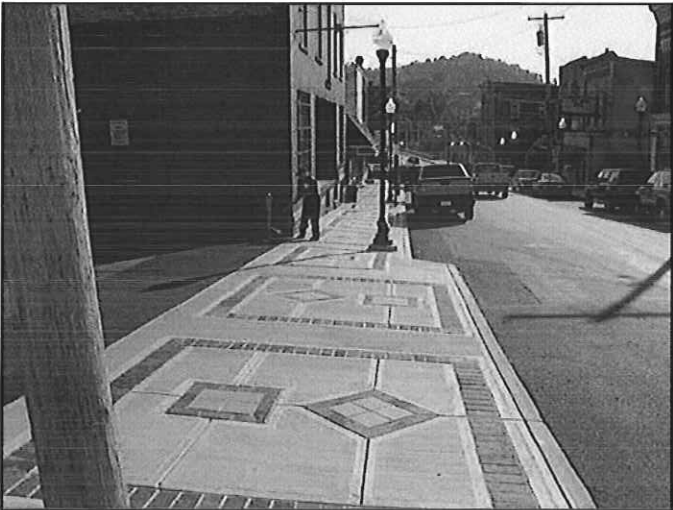
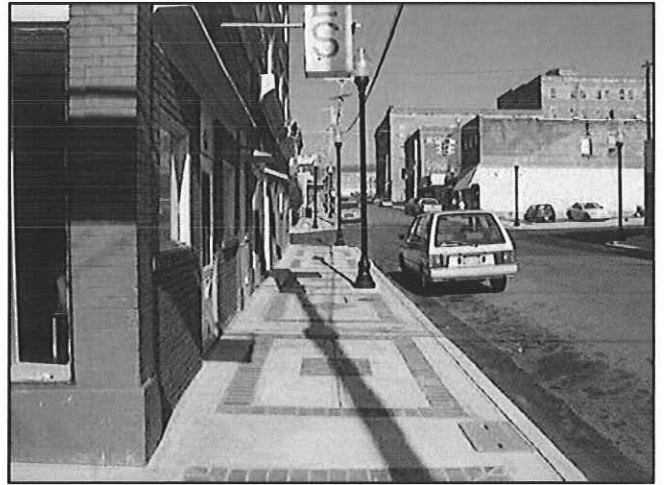
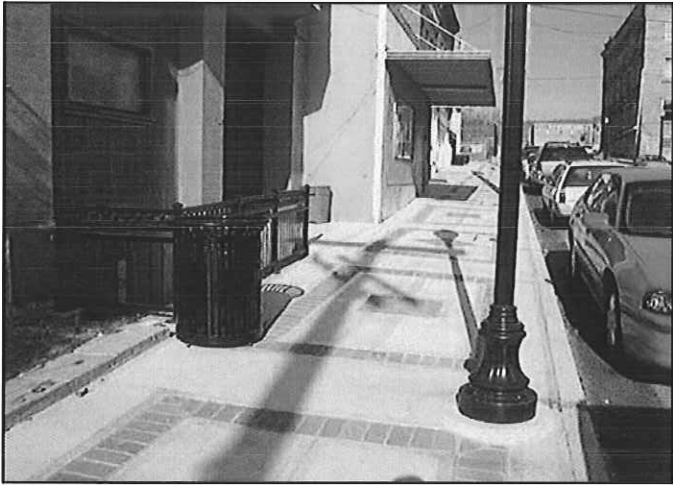


**UNITED HOSPITAL CENTER  
RETAINING WALL**





CITY OF CLARKSBURG – GLEN ELK STREETScape PROJECT  
Project Cost = \$500,000





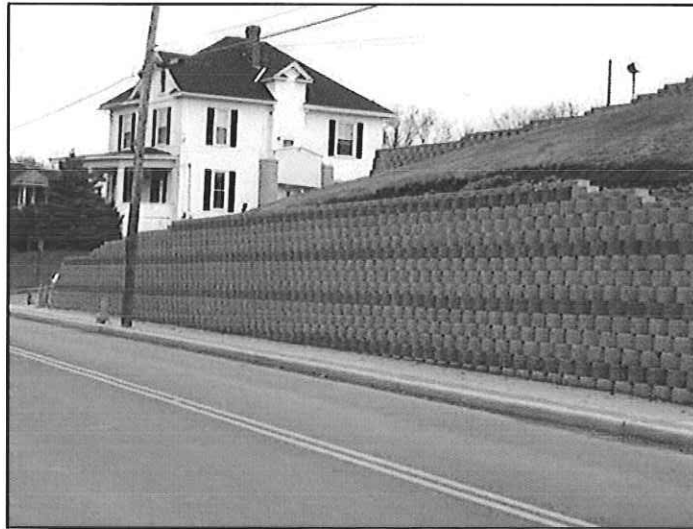
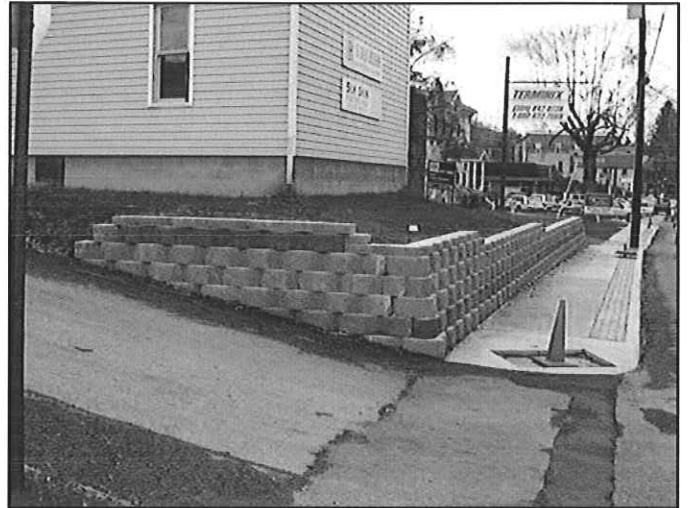
**CITY OF BRIDGEPORT  
MAIN STREET REVITALIZATION PROJECT  
(PHASE II)  
Project Cost = \$250,000**



**CITY OF WESTON  
BANK STREET IMPROVEMENT PROJECT  
Project Cost = \$128,000**



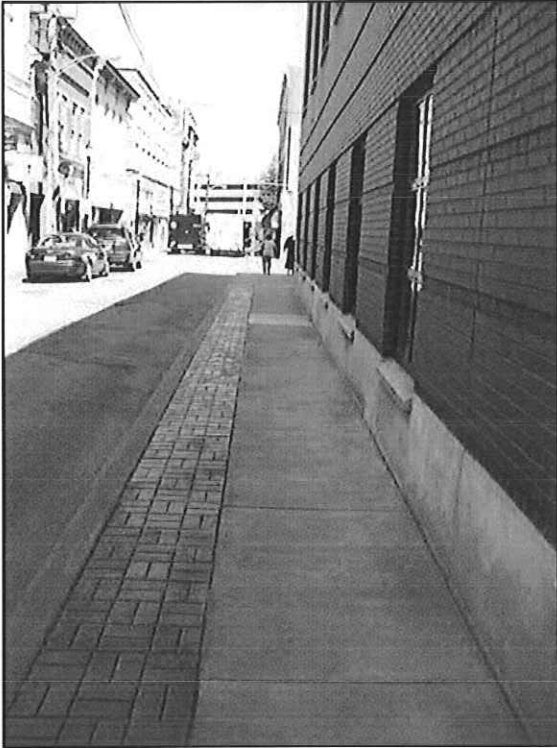
**CITY OF BRIDGEPORT  
MAIN STREET REVITALIZATION PROJECT (PHASE III)**  
Project Cost = \$326,000



**CITY OF MORGANTOWN  
CLAY STREET STREETScape PROJECT**  
Project Cost = \$693,000



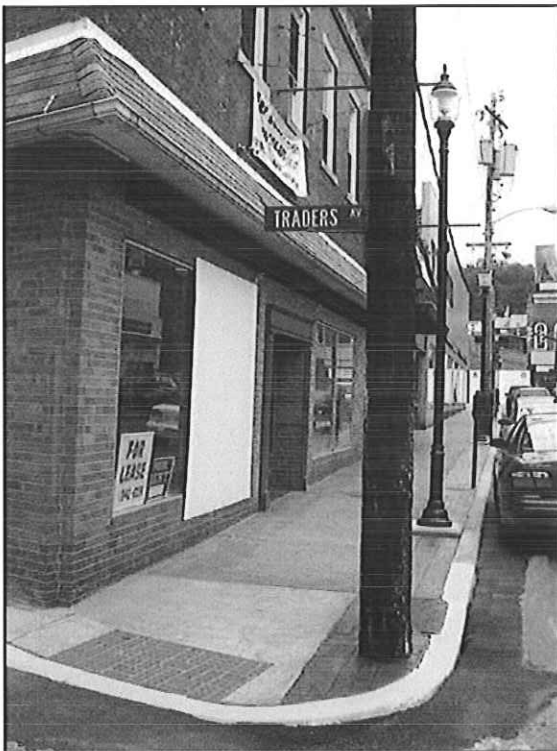
**CITY OF CLARKSBURG STREETScape IMPROVEMENT PROJECT  
MAIN STREET – PHASE 3  
Project Cost = \$331,000**



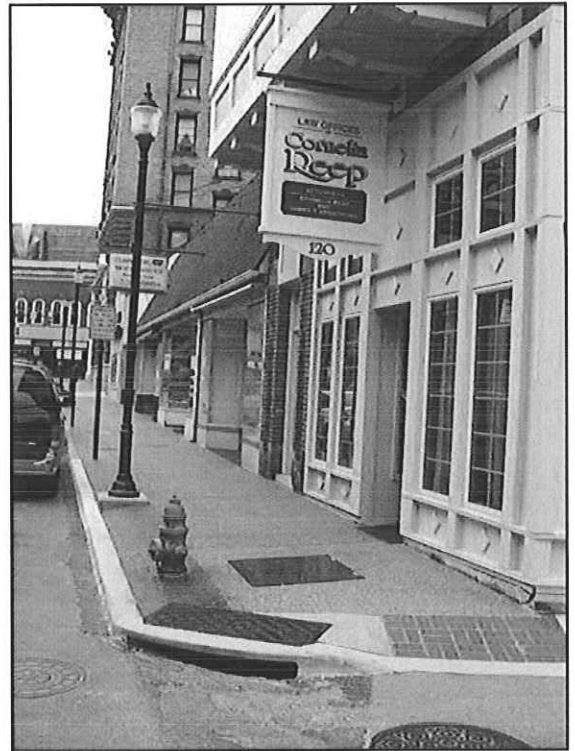
**East Side of South Third Street**



**West Side of South Third Street**



**East Side of South Fourth Street**



**West Side of South Fourth Street**

**CITY OF BRIDGEPORT  
MAIN STREET REVITALIZATION PROJECT (PHASE IV)  
Project Cost = \$290,000**



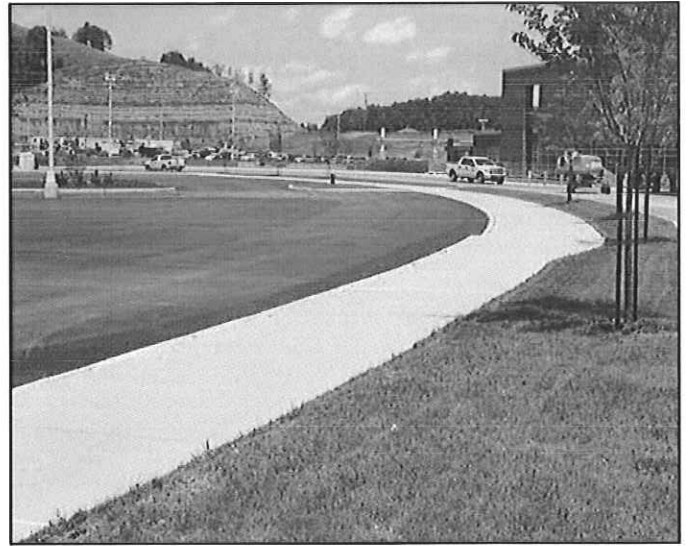
**Sidewalk Along North Side of Main Street**



**Safety Rail Along North Side of Main Street**



**NEW UHC REPLACEMENT HOSPITAL**  
Site Development Cost = \$15,000,000



**NEW UHC REPLACEMENT HOSPITAL**  
Site Development Cost = \$15,000,000





## SLIP REMEDIATION AND RELATED PROJECTS

Hornor Brothers Engineers is frequently called upon for the design of remedial site work or restoration, and related minor development. Typical design and construction elements can include pavement and sub-base repair, excavation and embankment, pile and lagging walls, subsurface drainage systems, surface drainage systems, erosion and sediment control, and landscaping.

The following are brief descriptions of several completed projects for which Hornor Brothers Engineers provided design only or both design and construction phase engineering services.

1. Project Name	Location	Owner	Contact Person	Cost
Retaining Wall and Repairs Along Randolph Street	Salem Harrison County, WV	City of Salem 229 W. Main Street	City of Salem James Plaughter, Mayor 229 W. Main Street Salem, WV 26426 (304) 782-1318	\$ 146,982.00

**Project Description:** This project was designed to remediate a slide area between Randolph Street and Salem Fork creek. The design involved steel H piles, concrete lagging, repairs and the widening of Randolph Street pavement. Piles were driven to solid rock and concrete lagging was installed to stabilize the slide area.

2. Project Name	Location	Owner	Contact Person	Cost
United Hospital Center Retaining Wall and Widening of Emergency Room Access Road	Clarksburg Harrison County, WV	UHC P.O. Box 1680 Clarksburg, WV	Geoff Marshall, V.P. Engineering Support Services (304) 624-2227	\$ 166,590.00

**Project Description:** This project was designed in order to widen the emergency room access road at the United Hospital Center campus. The design involved 90 lf of drilled and grouted piles with concrete lagging, wales, controlled fill, catch basin, drainage pipe, guardrails and safety fencing.

3. Project Name	Location	Owner	Contact Person	Cost
City of Clarksburg Pile and Lagging Wall at 4 <sup>th</sup> Street	Glen Elk Section of Clarksburg Harrison County, WV	City of Clarksburg 222 W. Main Street Clarksburg, WV	Anthony Bellotte, Director of Public Works 623-	Unknown. This was part of a larger project.

**Project Description:** As part of Clarksburg's Phase III streetscape project, a driven pile and concrete lagging wall was designed to support a section of sidewalk along Clark Street and to prevent the failure of a portion of Hogan Alley at the intersection of Hogan Alley and Clark Street in the Glen Elk section of Clarksburg.

4. Project Name	Location	Owner	Contact Person	Cost
Davis Funeral Home Slip Remediation Measures	Near WV Route 98 Between Clarksburg & Nutter Fort Harrison County, WV	Davis Funeral Home 1 Olen Thomas Dr. Clarksburg, WV	Randy Amos (304) 854-8347	\$ 110,000.00

**Project Description:** Hornor Brothers designed remedial measures to correct an embankment slip. These corrective measures included rock stabilization along the toe of the slip area, dump rock ditches, French drains and underdrains, repair of existing asphalt pavement and resetting existing preformed curb and gutter.

5. Project Name	Location	Owner	Contact Person	Cost
United Hospital Center Embankment Project	Clarksburg Harrison County, WV	UHC P.O. Box 1680 Clarksburg, WV	Geoff Marshall, VP Engineering Support Services (304) 624-2227	\$ 108,000.00

**Project Description:** This project was designed in order to restore an old borrow site to the original contour. The design involved approximately 4600 cubic yards of controlled fill, associated underdrains to alleviate groundwater problems and rock stabilization. Surface erosion concerns were addressed by utilizing vegetative cover (grass), trees and biodegradable matting.

## SITE DEVELOPMENT

Hornor Brothers Engineers also provides complete engineering services for the development of industrial parks and residential subdivisions. Our services include staking out the lots and designing the earth moving, streets, sidewalks, drainage systems, and water and sewer systems for the industrial or residential client. Hornor Brothers Engineers has been involved in the development of numerous industrial parks and subdivisions around north-central West Virginia. Sometimes this requires the complete turnkey services described above, and in other cases just the layout of lots or the design of water and wastewater systems. A listing of recent and/or larger, recognizable site development projects includes the following:

Industrial/Commercial Site Projects	County	Subdivision Projects	County
UHC New Hospital Site	Harrison	Heritage Farms	Harrison
Fed Ex Site	Harrison	Deerbrook	Barbour
Harrison-Marion Regional Airport	Harrison	Bennett Manor	Harrison
Benedum Airport Industrial Park	Harrison	Auburn Village	Harrison
Midway Industrial Park	Harrison	Heavenly Trails	Marion
Lewis County Industrial Park	Lewis	Timber Ridge	Marion
Bridgeport Public Safety Facility	Harrison		
G.A.L. Land (various sites)	Harrison		

On the following pages, see representative photographs and descriptions for several of the firm's various site development projects.



**FED EX GROUND DISTRIBUTION FACILITY  
HARRISON COUNTY, WEST VIRGINIA**



**HERITAGE FARMS RESIDENTIAL DEVELOPMENT**



**UHC REPLACEMENT HOSPITAL SITE DEVELOPMENT  
BRIDGEPORT, WEST VIRGINIA  
2006 – 2010**

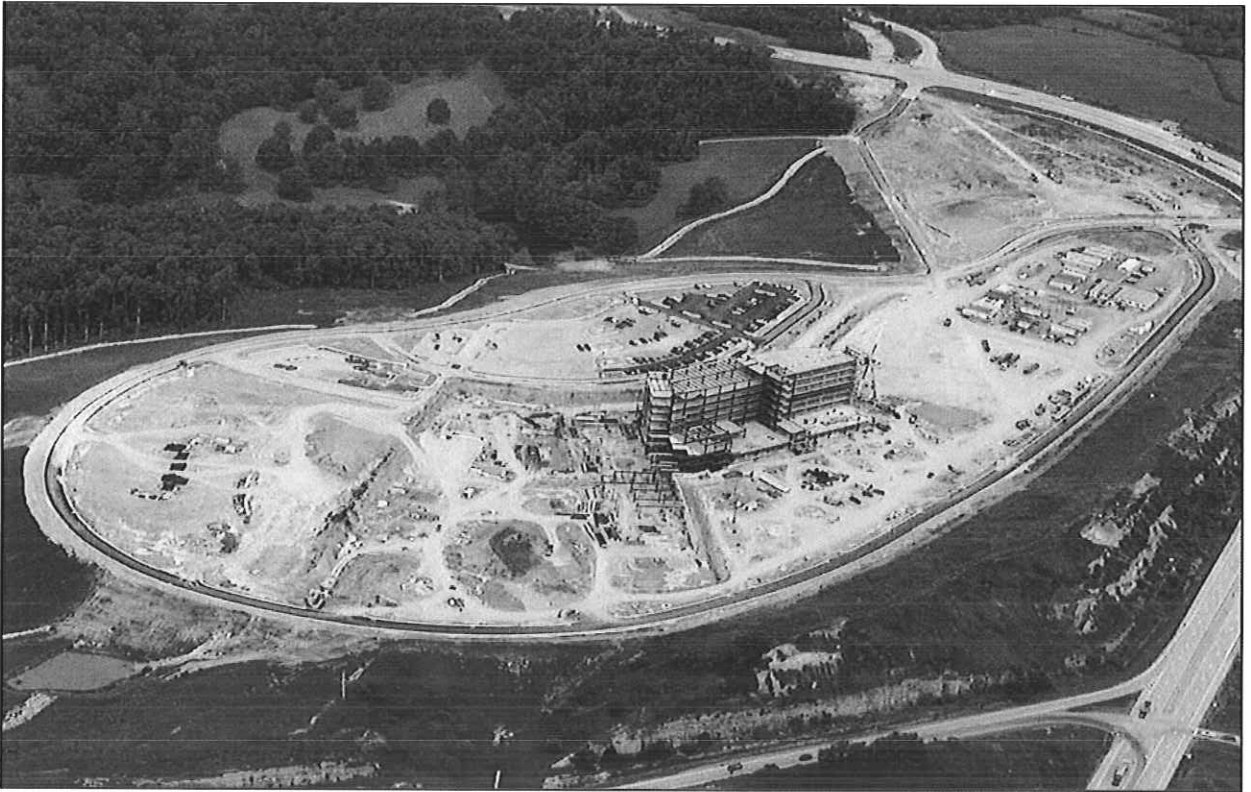
In 2002, Hornor Brothers Engineers teamed with Gresham, Smith & Partners of Nashville, Tennessee to serve as the civil design firm for the new United Hospital Center. This project started construction in 2006 and the facility is slated to open in 2010.

Hornor Brothers Engineers was responsible for the initial surveys, preparation of the site plans, design of 2.1 million cubic yard engineered embankment and excavation, temporary and permanent erosion, sediment and storm water management systems, site infrastructure, consisting of paved roadways, paved parking, storm drainage, water distribution system and sanitary sewer system. The civil site development also included sidewalks and several decorative block retaining walls. Pictures of the site work in various stages can be seen on the following pages.

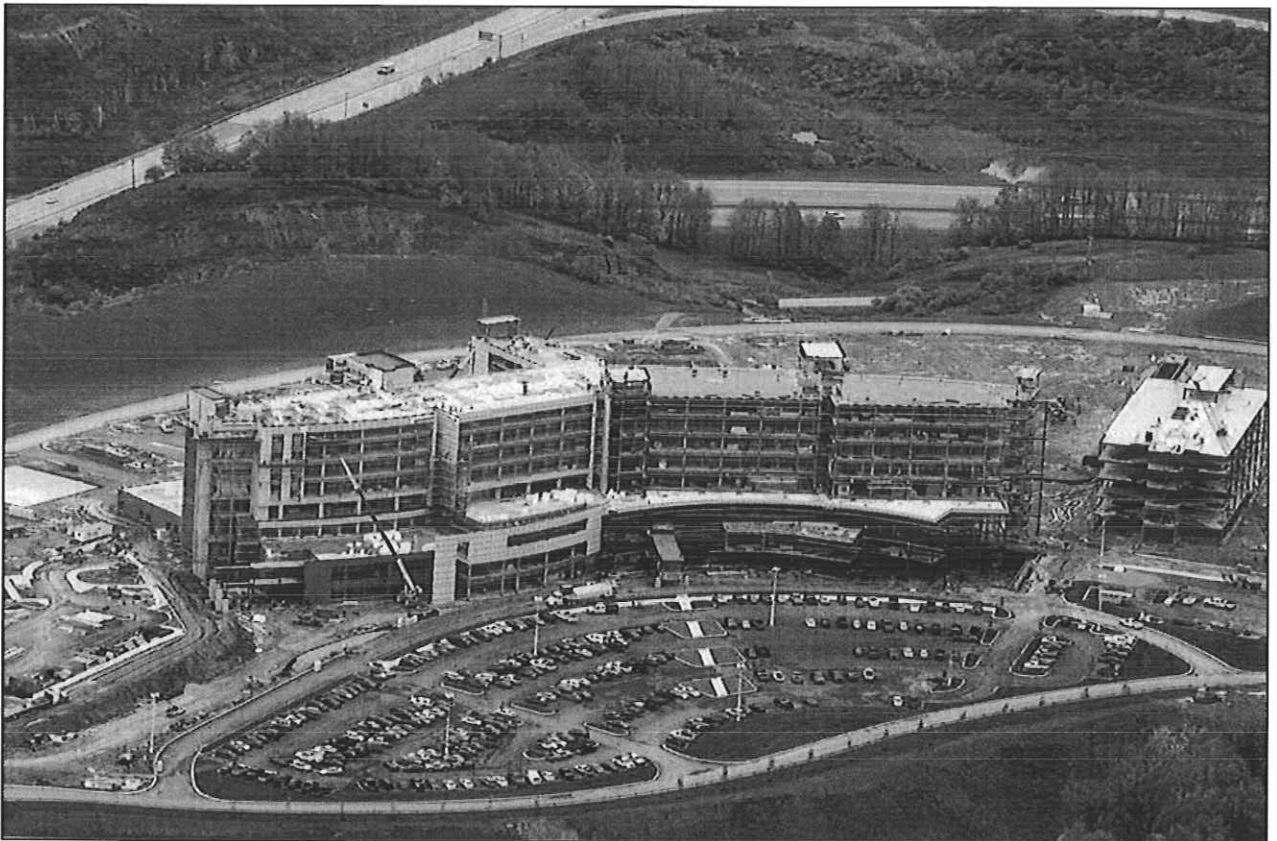
**EMBANKMENT CONSTRUCTION PHASE  
FALL 2007**



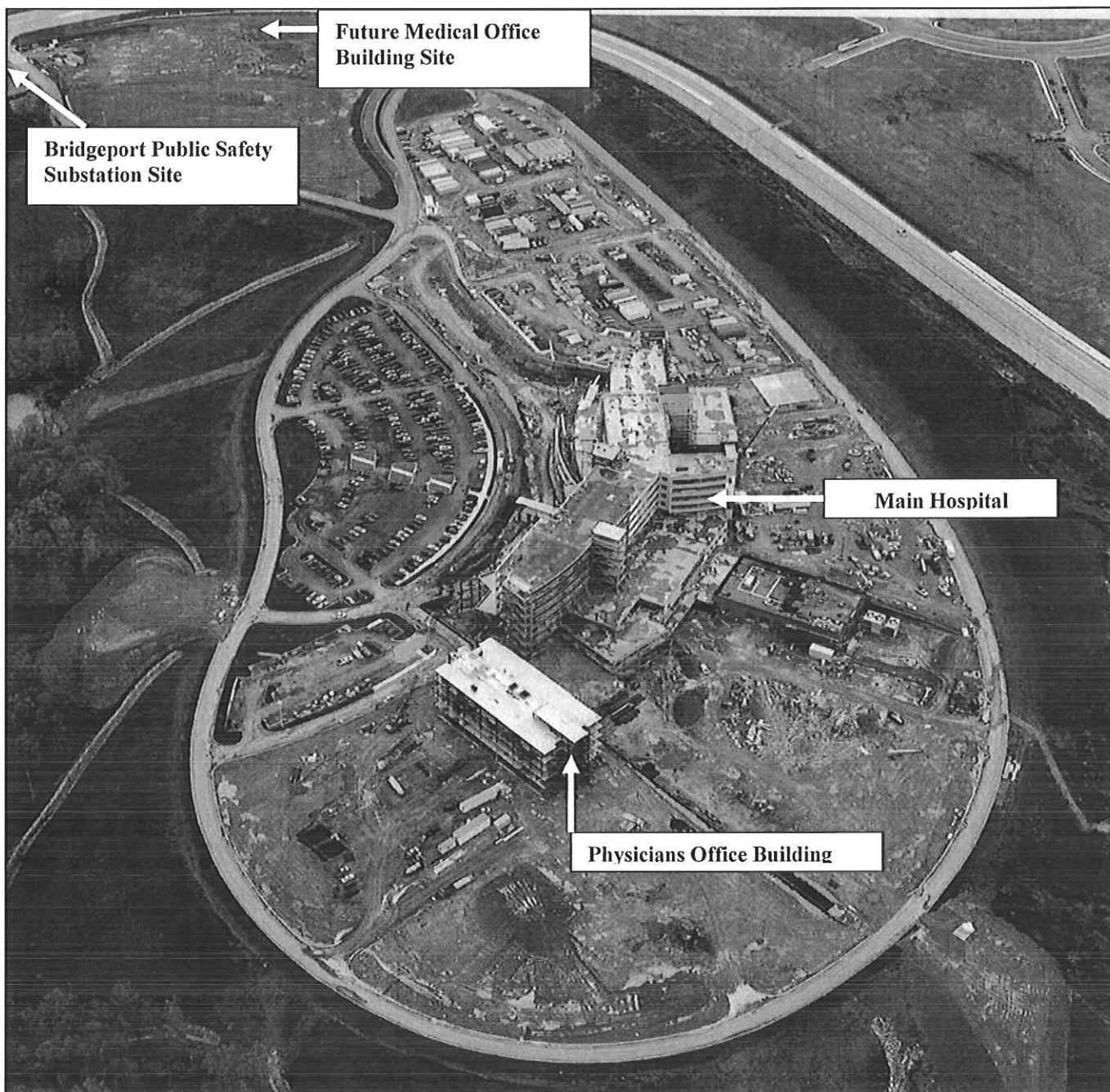
**INFRASTRUCTURE PHASE  
SUMMER 2008**



**EAST/WEST VIEW  
SPRING 2009**



**NORTH-SOUTH VIEW  
SPRING 2009**

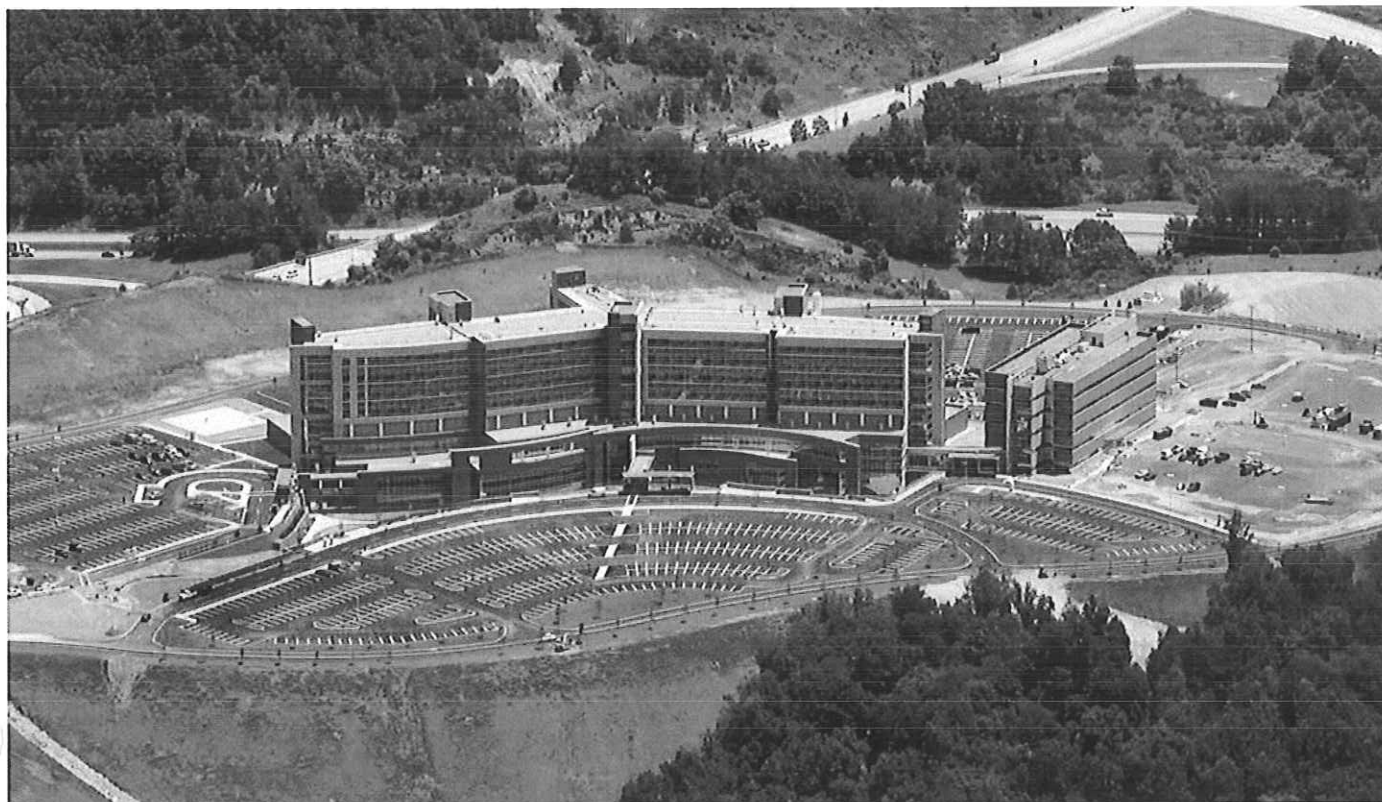




**JANUARY 2010**



**OCTOBER 2010**



## **GAS WELL SITE DEVELOPMENT**

Honor Brothers Engineers prepares civil engineering design and construction documents associated with the development of Marcellus shale well sites. These services include the design of access roads, impoundments, drill pads, associated drainage facilities and erosion and sediment control features. Well site designs are performed in accordance with state requirements, and impoundments and pits are certified by a professional engineer, following field inspection(s), who reviewed and approved the design documents.

The firm also provides periodic on-site project representation during construction to monitor the work as it relates to the design drawings, as well as site surveying services and courthouse deed research. Clients in this area of well site development include EQT and Antero Resources.



**Frac pit site preparation,  
Ritchie County, WV**



**Lined frac pit and drill pad site,  
Ritchie County, WV**

## HARRISON-MARION REGIONAL AIRPORT-BRIDGEPORT, WEST VIRGINIA

Hornor Brothers Engineers has a rich and long history of over 65 years with the Harrison-Marion Regional 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, 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 above referenced projects.

### BENEDUM AIRPORT VARIOUS PROJECTS



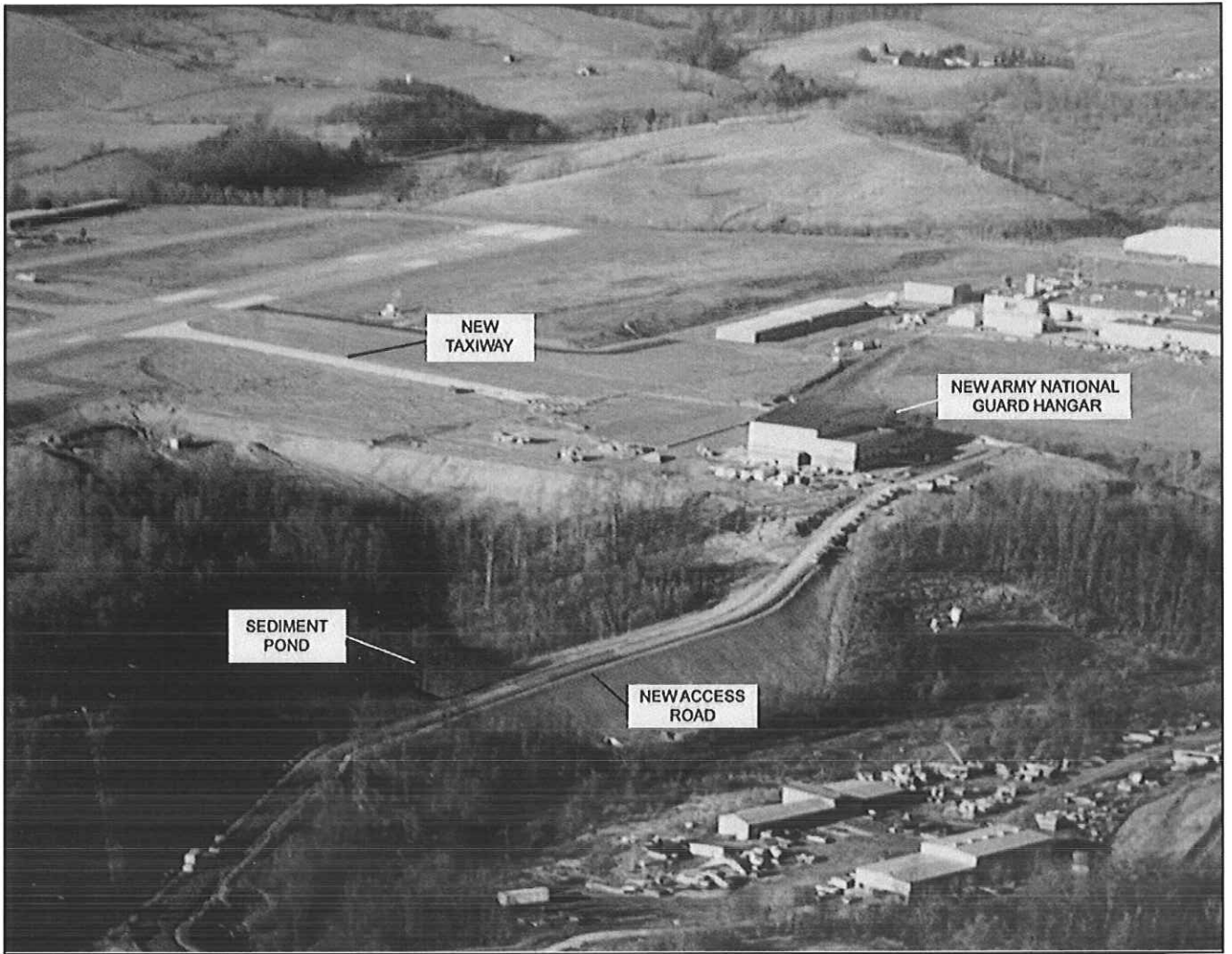




**BENEDUM AIRPORT RUNWAY EXTENSION PROJECT - 1999**



**ROUTE 279, NORTH BRIDGEPORT BYPASS – COMPLETED IN 2000**



**EASTERN ARNG FIXED WING TRAINING SITE AT BENEDUM AIRPORT  
COMPLETED IN 1996**

## WATER PROJECTS

In the last 50 years, water distribution and design has comprised a large portion of Hornor Brothers Engineer's business. Water projects have ranged in size from small line extensions on existing systems, to the development of complete water facilities where there was no central system. HBE specializes in the redesign and rehabilitation of aging, undersized systems that have been unable to keep up with subsequent growth.

The firm offers services in the area of water resources that include expertise in feasibility studies, funding applications, design, construction inspection, project management and start-up. See pictures of various water facilities and construction activity associated with some of our larger projects on the following pages. A comprehensive list of the larger projects whose design and construction inspection Hornor Brothers Engineers has completed in more recent years includes the following:

CLIENT/PROJECT	YEAR COMPLETED	TOTAL COST
Mannington Public Service District, Marion County (Tank Project)	2012	\$ 932,000
City of Bridgeport, Harrison County	2012	\$ 350,000
Mannington Public Service District, Marion County	2011	\$4,624,000
Summit Park Public Service District, Harrison County	2011	\$1,200,000
Whitmer Water Association, Randolph County	2011	\$3,428,000
Town of West Union, Greenwood Extension, Doddridge County	2010	\$1,257,000
Century-Volga Public Service District, Barbour County (4 <sup>th</sup> Project)	2010	\$2,389,000
Adrian Public Service District, Upshur County (5 <sup>th</sup> Project)	2010	\$ 6,516,000
Mt. Hope Water Association, Upshur County (6 <sup>th</sup> Project)	2008	\$ 191,000
Town of West Union, Doddridge County High School	2007	\$ 1,360,000
Wetzel County Public Service District No. 1 (3 <sup>rd</sup> Project)	2007	\$ 4,079,000
Huttonsville Public Service District, Randolph County	2006	\$ 6,500,000
Bingamon Public Service District, Marion County	2006	\$ 1,300,000
Adrian Public Service District, Upshur County (4 <sup>th</sup> Project)	2004	\$ 3,485,000
Town of West Union, Doddridge County	2003	\$ 810,000
Mt. Hope Water Association, Upshur County (5 <sup>th</sup> Project)	2002	\$ 3,500,000
Montana Water Association	2002	\$ 930,000
Adrian Public Service District, Upshur County (3 <sup>rd</sup> Project)	2001	\$ 3,100,000
Gilmer County Public Service District, Gilmer County (3 <sup>rd</sup> Project)	2000	\$ 1,300,000
Wetzel County Public Service District No. 1, Wetzel County (2 <sup>nd</sup> Project)	1999	\$ 2,700,000



Current projects in various stages of design or construction and their projected completion dates include the following:

CLIENT/PROJECT	PROJECTED COMPETITION DATE	TOTAL COST
Wetzel County Public Service District No. 1, Wetzel County (4 <sup>th</sup> Project)	2013	\$3,644,000
Mt. Hope Water Association, Upshur County (7 <sup>th</sup> Project – Booster Station)	2013	\$ 300,000
Adrian Public Service District, Upshur County (6 <sup>th</sup> Project)	2014	\$5,500,000
Huttonsville Public Service District, Randolph County (2 <sup>nd</sup> Project)	2014	\$6,925,000
Adrian Public Service District, Upshur County (7 <sup>th</sup> Project - Tanks)	2014	\$ 950,000

**ADRIAN PUBLIC SERVICE DISTRICT, UPSHUR COUNTY**

Part of Phase III Water Project  
 Total Project Cost = \$3,100,000



50 GPM Wilsonstown Booster Station



43,000 Gallon Salem Ridge Water Storage Tank

The Adrian Public Service District has been a valued client of Hornor Brothers Engineers for approximately 30 years. As part of a master plan, the original system was designed with adequate capacity to serve future phases of development. As of 2010 the District had completed a total of five water system expansion projects comprising more than 120 miles of waterline, seven water storage tanks and eight water booster pumping stations which serve nearly 2,000 water customers in southern Upshur County. The PSD currently has under final design a Phase VI project consisting of 120,000 ft. of new waterlines, a new storage tank, new booster station and related appurtenances to serve approximately 165 potential customers.

**CENTURY-VOLGA PUBLIC SERVICE DISTRICT, BARBOUR COUNTY**  
Total Project Cost = \$2,800,000



150 GPM Water Booster Station Located in Audra State Park  
Phase II



100,000 Gallon Storage Tank on Talbott Road  
Near U.S. Route 33 (Phase II)

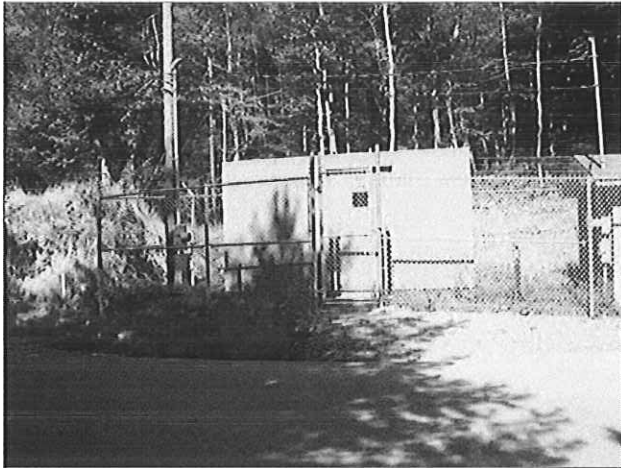
Century-Volga Public Service District, another well-established client, has also utilized the expertise of Hornor Brothers Engineers for more than 25 years. The pictures on this page illustrate a booster station and water storage tank built during the Phase II project in 1999.

Since then, two additional water system expansion projects have been designed and constructed, including the Brushy Fork waterline extension project, completed near the end of 2010. This latest project served 88 households and included a new storage tank and constant run booster pump station. As with previous projects, actual costs under ran the project budget, and the PSD will be able to make additional improvements to their system with the remaining contingency money in 2011.

**MT. HOPE WATER ASSOCIATION, UPSHUR COUNTY**

Total Project Cost = \$3,500,000

Part of Phase V Water Project



150 GPM Little Sand Run Booster Station



105,000 Gallon Water Storage Tank on Tallmansville Road Near Mt. Carmel Church Road

The Mt. Hope Water Association has been a valued client for over 35 years. The illustrations above are representative of a project that connected onto the end of the Association's existing system, which was comprised of four previous projects. A sixth project, the addition of a new 100,000 gallon storage tank, was completed in 2009. Hornor Brothers Engineers has designed every phase and part of this water system since the first phase was initiated in 1970.

**WETZEL COUNTY PUBLIC SERVICE DISTRICT NO. 1**

Total Project Cost = \$2,700,000



250 GPM Water Booster Station on Route 20



388,000 Gallon Storage Tank Off Route 20 West of Reader

The project illustrated above consisted of approximately 99,000 feet of 8", 6", 4" and 2" waterlines and served 350 customers. Hornor Brothers designed the original, existing system with this Phase II and future projects in mind. Treated water for the PSD is purchased from the City of New Martinsville. In 2007 the PSD completed the construction of a \$4,079,000 Phase III project which served an additional 268 customers in the Pine Grove, Barker, and Jacksonburg areas. Currently under design by Hornor Brothers Engineers is a \$3,644,000 Phase IV project which will extend water to serve 98 potential homes along State Run, Eight-Mile Ridge, Chiselfinger Ridge and Richwood Run.

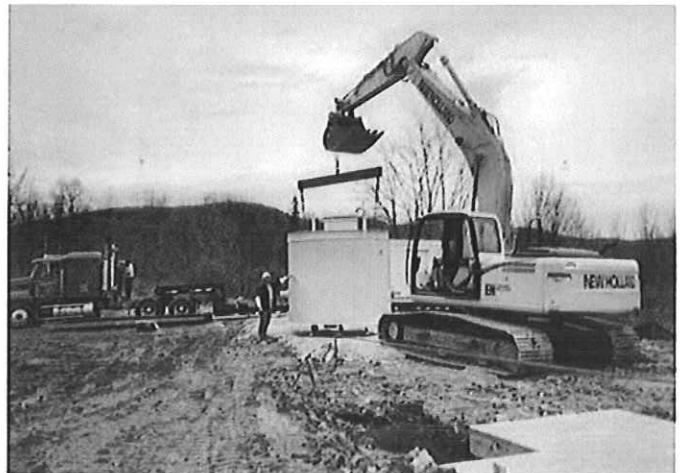
**HUTTONSVILLE PUBLIC SERVICE DISTRICT, RANDOLPH COUNTY**

Total Project Cost = \$6,500,000

390 New Customers: 175,000 ft. of Waterline



158,000 Gallon Becky's Creek Storage Tank and Site Under Construction



Background – New Master Meter Station  
Foreground – Foundation for Chemical Feed Station



Typical Thrust Blocks for Tee and Hydrant Assembly

In addition to the project depicted in these photographs, the Huttonsville Public Service District has again retained Hornor Brothers Engineers for design and construction phase engineering services associated with a second large water system expansion project serving the communities of Valley Head, Mingo and other areas. This project will serve 330 potential customers and is currently in the preliminary design phase.



Connection of 10" HDPE River Crossing Pipe (Directionally Drilled) to 10" C-900 Pipe at Tygart Valley River



## **MONTANA WATER ASSOCIATION**

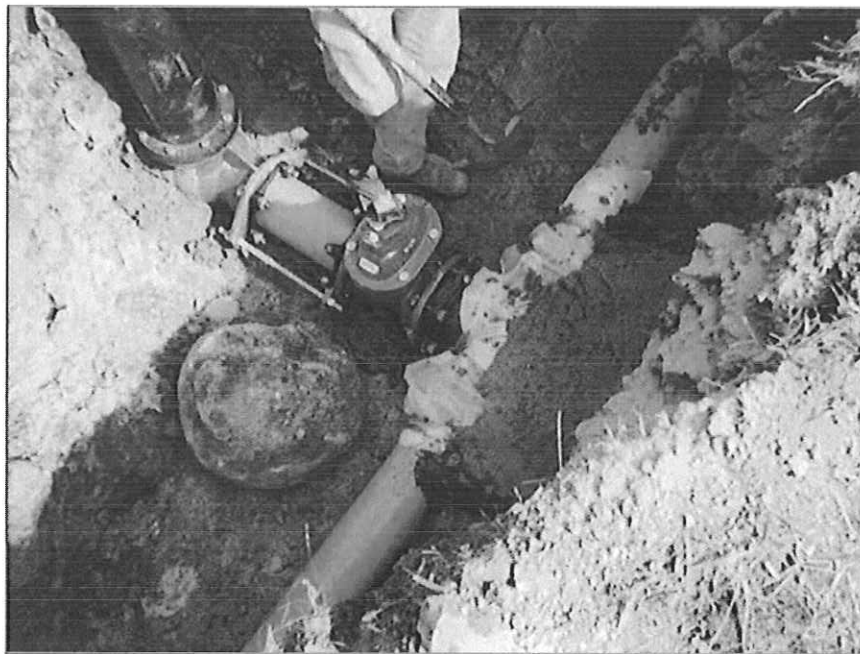
Total Project Cost = \$930,000



The Montana Water Association Project was comprised of the replacement of undersized waterlines and the addition of this storage tank and a new water booster pump station. The larger lines and tanks also provided reliable fire protection to a 40 year old water system which had never had it before.

## **BINGAMON PUBLIC SERVICE DISTRICT**

Total Project Cost = \$1,300,000



The Bingamon Public Service District water system improvement project was comprised of the replacement of approximately 20,000 ft. of old and undersized waterlines. A new 100,000 gallon water storage tank was included, as well as fire protection for the communities of Peora and Wyatt. Additionally, the PSD's two main booster pumping stations were refurbished and fitted with greater pumping capacity.



Total Project Cost = \$4,400,000  
 Two 1,000,000 Gallon Storage Tanks  
 Part of FBI Water Project



Main Street Waterline Replacement Project  
 New 12" Ductile Iron Pipe Installation

The Clarksburg Water Board extended its waterline north from Clarksburg for the purpose of connecting to the following six major customers: Enlarged Hepzibah PSD, City of Bridgeport, FBI Fingerprint Identification Complex, City of Shinnston, Summit Park PSD and Tri-County Water Association. The extension consisted of 62,000 feet of 20", 16", 12" and 8" ductile iron pipe. Also included were three 1,000,000 gallon water storage tanks, approximately 30 new residential customers and a 2,000 GPM booster station.

The Clarksburg Water Board distribution system had 8" existing waterlines along Main Street and Pike Street in Clarksburg that were over 110 years old. Carrying capacity had diminished, maintenance had increased, and the Board decided to replace these lines with new 12" ductile iron pipe. Three separate waterline replacement projects, one 1992, another in 2003, and the third in 2004 accomplished the replacement and upgrading of those antiquated lines. The replacement involved complex excavation and line placement to work around the many other utilities inherent with a downtown area.

### TOWN OF WEST UNION



Total Project Cost = \$810,000  
 New 250,000 Gallon Storage Tank

The Town of West Union obtained a West Virginia Infrastructure and Jobs Development Council loan to make various improvements to its existing municipal water system, including the replacement of old and undersized waterlines, non-functioning valves and fire hydrants and its original water storage tank. Interestingly, the new 250,000 gallon tank constructed as a part of this project, replaced an existing concrete storage tank previously designed by Hornor Brothers Engineers nearly 70 years earlier.

The Town also retained Hornor Brothers Engineers for a water and sewer system expansion project to the new Doddridge County High School with a project cost of \$1,360,000 which was completed in 2007, and a waterline extension project west to the communities of Duckworth and Greenwood at a cost of \$1,257,000 which was completed in 2010.



# **PROFESSIONAL STAFF RESUMES**

# Hornor

Since  
1902 **Bros. Engineers**  
Civil, Environmental and Consulting Engineering

Main & Third Streets · P.O. Box 386 · Clarksburg, West Virginia 26302 ·  
(304) 624-6445 · Fax (304) 624-6448 · www.HBE1902.com

## PROFILE

### EDUCATION

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

### REGISTRATION

Professional Engineer, West Virginia, 1987  
Professional Surveyor, West Virginia, 1995

### AFFILIATIONS

American Council of Engineering Companies (ACEC)  
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: 28  
Years Experience with Other Firms: 3

Trey Hornor, President of Hornor Brothers Engineers, combines over 25 years of design expertise to help meet the needs of clients in north central West Virginia area. His experience in all phases of project development is a valuable asset in providing reliable, professional consulting and service to the client.

### 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 projects 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	6 Projects
Century-Volga Public Service District	Barbour	4 Projects
Town of West Union	Doddridge	3 Projects
Mannington Public Service District	Marion	3 Projects
Whitmer Water Association	Randolph	
Wetzel County Public Service District No. 1	Wetzel	4 Projects
Huttonsville Public Service District	Randolph	2 Projects
Bingamon Public Service District	Harrison	
Montana Water Association	Marion	
Gilmer County Public Service District	Gilmer	2 Projects
Clarksburg Water Board	Harrison	6 Projects
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 land 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: 30  
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 effective communication, while providing reliable, professional service.

### AFFILIATIONS

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

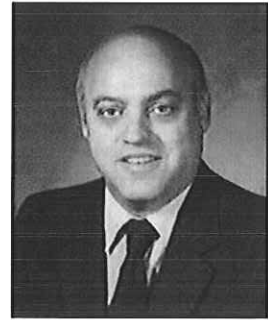
### CURRENT RESPONSIBILITIES

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

### MISCELLANEOUS

Design and/or project oversight of storm water control, storm water management, 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 (6 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
Crystal Ridge	Harrison
Heritage Farms	Harrison
Bennett Manor	Harrison
Auburn Village	Harrison
Heavenly Trails	Marion
Timber Ridge	Marion

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
Gas Well Site Pads, Pits and Access Roads	Various
UHC New Hospital Site	Harrison
G.A.L. Land Company (Several Projects)	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: 7 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
Site Development 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

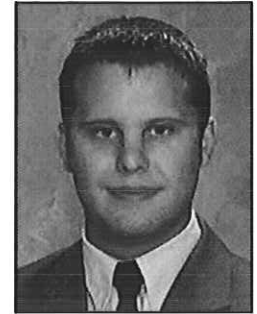
American Society of Civil Engineers (ASCE)

American Concrete Institute (ACI)

### CURRENT RESPONSIBILITIES

As Design Engineer, Joseph is responsible for the technical design and calculations for infrastructure and development associated with residential, commercial and industrial projects including gas well sites and access roads.

Joseph D. Robinson, EI  
Design Engineer



### PROJECTS

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

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
Bridgeport United Methodist Church	Harrison

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

Site and Infrastructure Projects	County
Gas Well Site Pads and Pits	Various
UHC New Hospital Site	Harrison
G.A.L. Land Company (Several Projects)	Harrison
Stanley Industries Sites	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
WYK Associates/Bank of Gassaway	Braxton
Woodruff AML	Harrison
WYK Associates/VA Hospital	Harrison
Energy Plaza Partners – Smith Bits	Harrison

### MISCELLANEOUS

Computer Skills include: Microsoft Office 2010, AutoCAD 2004-2010, Civil 3D 2006-2012, Risa2D, EPAnet, FEMap, HydroCAD 8.0, Adobe Photoshop CS3 Extended, HEC-RAS 4.0, SRWall 4.0, Structurepoint, IT Networking, Mathtype 5, Windows Environment.

# Hornor

Since 1902 **Bros. Engineers**  
Civil, Environmental and Consulting Engineering

Main & Third Streets · P.O. Box 386 · Clarksburg, West Virginia 26302 ·  
(304) 624-6445 · Fax (304) 624-6448 · www.HBE1902.com

## PROFILE

### EDUCATION

West Virginia University 1980-1984  
Civil Engineering & Preparatory Courses

### REGISTRATION

Professional Surveyor, West Virginia, 1996

### AFFILIATIONS

West Virginia Association of Land Surveyors

### EXPERIENCE

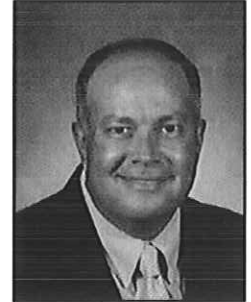
Years Experience with HBE: 21  
Years Experience with Other Firms: 2

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 two-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
Gas Well Sites	Various
United Hospital Center – Various Projects	Harrison
Charles Pointe – Various Site Development Surveys	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**

## WATER SYSTEM DEVELOPMENT

### **ADRIAN PUBLIC SERVICE DISTRICT**

Don Killingsworth, Chairman  
P.O. Box 87, French Creek, WV 26218  
Home (304) 472-0879  
Nina Monroe, General Manager  
Office (304) 924-6107

### **CLARKSBURG WATER BOARD**

Mr. Richard Welch, General Manager  
1001 S. Chestnut Street  
Clarksburg, WV 26301  
Phone (304) 623-3711

### **HUTTONSVILLE PUBLIC SERVICE DISTRICT**

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

### **MANNINGTON PUBLIC SERVICE DISTRICT**

Dave Smith  
486 Flaggy Meadow Road, Mannington, WV 26582  
Phone (304) 376-9139

### **MT. HOPE WATER ASSOCIATION**

Larry Farnsworth, President  
Route 2, Box 355-G, Buckhannon, WV 26201  
Phone (304) 472-0704  
Sheila Thomason, Office Manager  
Phone (304) 472-3153

### **RURAL UTILITIES SERVICE**

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

### **SUMMIT PARK PUBLIC SERVICE DISTRICT**

Mary Seymour, General Manager  
Route 1, Box 200D, Clarksburg, WV 26301  
Phone (304) 623-6304

### **WETZEL COUNTY PUBLIC SERVICE DISTRICT NO. 1**

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

### **WHITMER WATER ASSOCIATION**

Paula Teter, President  
P.O. Box 23, Whitmer, WV 26296  
Phone (304) 227-4153

### **TOWN OF WEST UNION**

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

## MUNICIPAL/SITE DEVELOPMENT

### **CITY OF BRIDGEPORT**

Mr. Randy Spellman, Director of Comm. 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

### **WYK ASSOCIATES, INC.**

William E. Yoke  
205 Washington Ave., 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, Original Developer  
102 Westwood Avenue, Bridgeport, WV 26330  
Phone (304) 842-3525; Cell (304) 203-0596

**AML and RELATED PROJECT EXPERIENCE MATRIX**

PROJECT	Exp. Basis C=Corp. P=Personal	Additional Info Provided in Section (s) **	PROJECT EXPERIENCE REQUIREMENTS															PRIMARY STAFF PARTICIPATION/CAPACITY ***						
			Abandoned Surface Mine Reclamation	Abandoned Deep Mine Reclamation	Portal/Shaft Closure	Hydrologic/Hydraulic Design/Eval.	Remining Evaluation	Mine/Refuse Fire Abatement	Subsidence Investigation Mitigation	Hazardous Waste Disposal	Project Specifications	Water Quality Evaluation/Nitigation/Re placement	Construction Inspection/Management	Water Treatment	Equipment/Structure Removal	Stream Restoration	Geotechnical/Stability	Paul A. Hornor, P.E., P.S.	Tom C. Corathers, P.E., P.S.	Joseph D. Robinson, P.E.	John W. Hornor, P.S.	Richard B. Taylor (Eng. Tech)	Tom Childers (CADD)	Roy Lackey, Inspector
Stanley Subsidence II AML Enhancement Project	C, P	Yes		X	X		X		X		X							M, P			P		P	
Century-Volga PSD Waterline Ext. for AML	C, P	Yes				X					X	X	X					M, P			P	P	P	
UHC Replacement Hospital Site Design	C, P	Yes				X					X	X	X			X	X	M, P	P	P	P	P	P	
Benedum Airport Runway Extension, Bridgeport, WV	C, P	Yes				X					X	X	X		X	X	X	P	P		P	P		
Heritage Farms Subdivision, Bridgeport, WV	C, P	Yes				X					X	X							M, P	P	P	P	P	
Army National Guard Fixed Wing Training Site, Harrison County	C, P	Yes				X					X	X	X				X	P	P		P	P	P	
Fed Ex Ground Facility, Harrison County	C, P	Yes				X					X	X						M, P			P	P	P	
Route 279 North Bridgeport Bypass, Harrison County	C, P	Yes				X					X					X		P	P		P	P	P	
Physician's Office Building Site on UHC New Campus	C, P	Yes				X					X	X	X			X		M, P	P	P	P	P	P	
Bridgeport Public Safety Substation	C, P	Yes				X					X								M, P	P	P		P	
Summit Park PSD Waterline Replacement Project (AML)	C, P	Yes				X					X		X		X			M, P	P		P	P		
G.A.L. Company Industrial Site Development	C, P	Yes				X					X		X			X		P	M, P	P	P			
Mark Vecchio Retaining Wall Project	C, P					X					X		X		X		X	P	M, P	P	P			
John Campbell North Marcellus Well Site	C, P	Yes				X					X	X	X					M, P	P	P			P	P

\* List whether project experience is corporate or personnel based or both.  
 \*\* Use this area to provide specific sections or pages if needed for reference.  
 \*\*\* List Primary Design personnel and their functional capacity for the projects listed.