## Hornor

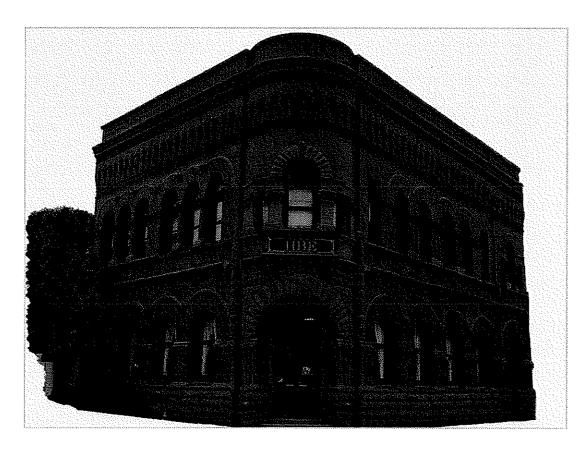
Since 1902

# Bros. Engineers

## Civil, Environmental and Consulting Engineering

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

1902 *108 YEARS OF ENGINEERING EXCELLENCE* 2010



## RECEIVED EXPRESSION OF INTEREST

2010 MAY 17 A 10: 18

REYNOLDSVILLE REFUSE DESIGN

FURCHASING DIVISION STATE OF WY

**Buyer CB-23, Requisition #DEP 14992** 

**Opening Date: 05/18/2010, Opening Time: 1:30** 

## Hornor

Since

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

May 14, 2010

#### VIA FEDERAL EXPRESS

304-558-2157

Environmental Protection Department of Office of AML&R 601 57<sup>th</sup> Street, SE Charleston, WV 25304

c/o Department of Administration Purchasing Division Attention: Chuck Bowman 2019 Washington Street East P.O. Box 50130 Charleston, WV 25305-0130

> RE: Expression of Interest RFQ #DEP 14992 Reynoldsville Refuse Design Harrison County, WV

Dear Mr. Bowman:

Hornor Brothers Engineers is pleased to provide this response to your RFQ 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. 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. The referenced project is located within 15 miles of our office, and we have visited the eleven (11) sites.

If there is a need for sub-surface investigation, we would propose to use NGE, formerly known as Novel Geo-Environmental, as our geotechnical subconsultant. They are well known to the AML office, having performed geotechnical services on many projects throughout the state.

Mr. Chuck Bowman Department of Administration Purchasing Division May 14, 2010 Page 2

If selected for the project, we would be able to begin work immediately. We appreciate your consideration of our qualifications and look forward to the opportunity to work with the West Virginia Department of Environmental Protection on this important project.

If you should have any questions about the information provided, please let me know.

Yours truly,

HORNOR BROTHERS ENGINEERS

Trey Hornor, P.E. PRESIDENT

TH:jmw Enclosure

File: 2010-068 Correspondence 1





RFQ COPY

TYPE NAME/ADDRESS HERE

P.O. Box 386

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

Hornor Brothers Engineers

Clarksburg, WV 26302-0386

### Request for RECNUMBER Quotation

DEP14992

PA	31
	1

CHUCK BOWMAN 304-558-2157

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

304-926-0499 25304

ADDRESS:CGBBESRONDENGE TO ALLENTION OF

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

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

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

#### INSTRUCTIONS TO BIDDERS

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

## EXPRESSION OF INTEREST

### REYNOLDSVILLE REFUSE Requisition DEP14992

#### Part 1

#### GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands & Reclamation (AML), from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3) and construction monitoring services during the construction phase of the project as defined by the **Scope of Work**. Construction Inspection by the firm will be at the option of WVDEP/AML.

1.2 Project:

The mission or purpose of the project described in sections 2 & 3 is to provide design services for the following:

## REYNOLDSVILLE REFUSE:

Construct access road to site.

Regrade, cover and revegetate refuse areas.

Demolition and removal of abandoned mining related structures and miscellaneous trash on the site.

Demolish and dispose of concrete pump well. Install cap and grate over opening.

Fill vertical shaft, excavate, dewater and install wet mine seal/bat gates.

Regrade sinkhole area.

Construct drainage control channels, underdrains, culverts, conveyance pipes & manholes.

Condition and revegetate all disturbed areas.

1.3 Format:

All responses should be submitted in a loose-leaf, three ring binder. 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".

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.

1.4 Inquiries:

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

Chuck Bowman, Buyer Supervisor Purchasing Division P.O. Box 50130 Charleston, WV 25305-0130 Fax: (304) 558-4115

Email: charles.a.bowmanir@wv.gov

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

1.5 Vendor Registration:

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

1.6 Oral Statements and Commitments:

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

**Economy of Preparation:** 1.7

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content. Example projects referred to in a firm's EOI's submittal should address projects that are similar in scope to that of the EOI. Firms must complete the CQQ and RPEM as included in Section 4.2 of this EOI. (Proposals must be no more than 100 pages).

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

#### Submission: 1.9

- State law requires that the original expression shall be submitted to the 1.9.1 Purchasing Division. All copies to the Purchasing Division must be submitted prior to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.
- Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division CANNOT waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

#### Submit:

One original plus one convenience copy and one copy on CD to:

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

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

Buver:

CB-23

Rea #:

DEP14992

Opening Date: 05/18/2010

Opening Time: 1:30 pm

1.10 Rejection of Expressions:

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

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

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

#### 1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

1.15.3 Risk of Disclosure.

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

1.16 Schedule of Events:

- 1.17 Mandatory Pre-bid Conference: NA
- 1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

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

#### PART 2

#### **OPERATING ENVIRONMENT**

#### 2.1 Location:

#### Directions to Reynoldsville Refuse

#### Directions to Site 1:

From Philippi travel to Clarksburg and follow US Route 50 west to the Towne House West exit. Proceed to the stop sign and turn right. Proceed to the next stop sign and bear left. Proceed to Gregory Run Road (CR 9) at the Wilsonburg School. Turn right and travel 0.2 mile to an unmarked road on the right. Turn right and travel 0.6 mile to the site on the right beside the Hardman cemetery.

#### **Directions to Site 2:**

From the intersection of the unmarked road and Gregory Run Road, continue north (upstream) on Gregory Run Road for 0.9 mile to the site on the right.

**Directions to Site 3:** 

From Site 2 proceed back to the Wilsonburg Elementary School and turn right on the Reynoldsville/Wolf Summit Road (CR 11). At the Reynoldsville sign turn right again and travel 3.9 miles on the Katy Lick/Sardis Road (CR-7). Just before crossing a concrete bridge, turn left at the Sardis Baptist Church Cemetery sign onto a gravel road. Travel about 20 feet then bear left and proceed up hill. Travel past the cemetery to a locked metal gate. Park and walk up the old haul road about 200 feet to the site.

Directions to Site 4:

From the main road leading to Site 3, proceed an additional 0.5 mile to an old haul road on the right leading up the hill. Walk about 500 feet to the refuse and portal area. Mr. Flanigan's house is white with a red stone foundation and located on the right, 0.1 mile past the haul road.

**Directions to Site 5:** 

From Site 4 continue an additional 1.1 miles along the Rockcamp Run Road (CR 22) to the next hollow on the left. Turn left and travel 0.2 mile to the site on the left beside the roadway.

Directions to Site 6:

From Site 6 proceed back to the Rockcamp Run Road. Turn left and travel 0.2 mile to the site on the left along the county road.

**Directions to Site 7:** From Site 6 continue an additional 1.6 miles along Rockcamp Run Road to the intersection at the Olive Branch Church. Cross the bridge and travel about 150 feet to the site on the left beside the county road.

Directions to Site 8:

From Site 7 proceed back on the Rockcamp Run and Katy Lick/Sardis roads to the Reynoldsville/Wolf Summit Road (CR 11). At the stop sign turn right and travel 0.9 mile to the post office. Turn right and travel ¼ mile. Turn right again and proceed up hill for about 200 feet to the refuse area on the left.

Directions to Site 9:

From the turn off to the refuse area, continue 0.3 mile, around the turn, to a field on the left. The refuse area is located on the right, across the road behind the wetland.

Directions to Site 10:

From Site 9 proceed back to the Reynoldsville/Wolf Summit Road. Turn right and travel 0.5 mile then turn left onto a gravel driveway. Continue straight ahead onto the paved driveway to a one-story house with off-white vinyl siding and 2 large car ports.

**Directions to Site 11:** 

From Site 10 proceed back to the Limestone Run/Wolf Summit Road and turn left. Travel an additional 1.4 miles to the stop sign. Continue straight for 0.1 mile then turn right onto Tipple Road (CR11/25). Travel 0.1 mile to the gob area on the left. The main refuse pile is about 800 feet to the right in the hollow.

2.2 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:

Site 1 consists of deep mine portals, household trash, old tire, parts of abandoned vehicles and mine drainage. Field inspection revealed one partially open and two collapsed portals with a combined discharge estimated to be between 50 to 75 gpm; a third collapsed portal was located above the cemetery but had a much smaller flow, estimated at 1 to 2 gpm. The entrance at the open portal measured 18" in height by 48" in width and there was evidence of mine water discharge at some point in the past. Just below the discharging portals was an area containing scattered piles of household trash, old tires, rusted remains of abandoned vehicles and misc. pieces of rusted metal. Field tests of the mine drainage indicated a pH of 3.0 and iron greater than 10 mg/liter.

<u>Site 2</u> consists of one deep mine portal, coal refuse, subsidence sinkholes and mine drainage. Field inspection revealed one completely collapsed portal located above the refuse pile discharging 4 to 5 gpm; one partially re-vegetated refuse pile, about 20 feet in height and covering an estimated area of one-fourth acre; small, scattered piles of household trash and debris; and 5 or 6 subsidence depressions about 6 to 8 feet in depth by 10 to 15 feet in diameter.

Site 3 covers approximately four (4) acres. It includes two (2) acres of unvegetated, exposed coal refuse scattered throughout the site in roughly four small piles; four (4) abandoned mine buildings made of deteriorated block and rusted metal that range in size from 10' x 15' to 60' x 60'; the remains of a concrete tipple foundation; and old tires, small amounts of rusted metal and mining debris, and household trash. Uncontrolled surface run-off is also carrying coal refuse and fines to Ten Mile Creek.

<u>Site 4</u> includes unvegetated coal refuse, an old haul road, mine drainage and possibly a collapsed deep mine portal.

<u>Site 5</u> consists of one collapsed deep mine portal, located within 50 feet of the county road, and a large mine drainage discharge estimated to be between 50 and 100 gpm. The uncontrolled discharge saturates the wooded area next to one occupied residence, making it unusable, and presents a serious health and safety hazard to downstream residents, should a mine blow-out occur at some point in the future.

Site 6 consists of three (3) completely collapsed deep mine portals located within 20 to 30 feet of Rockcamp Run Road. Discharges from the portals ranged from 1 to 10 gpm with evidence of higher flows in the past. The potential for a mine blow-out makes this site hazardous to anyone walking or driving along the county roadway.

Site 7 consists of a 8-10' diameter x 10' high concrete wet-well over top of a vertical opening that extends down into the Clinchfield Coal Compass #2 Mine in the Pittsburgh coal seam, 300' below. An estimated 100 to 150 gpm of iron laden mine water flows out of a 3" pipe, located at about 6" above ground level, indicating the well is full of water. Although the structure's lower section appeared to be in sound condition, it still may be possible to enter the well through a hatch at the top, something that could prove fatal for anyone that might choose to do so. The mine drainage saturates about ¼ acre of the ground surface in an area located between the bridge, Rockcamp Run and the county road. Large pieces of broken concrete, along with two large concrete supports still firmly planted into the ground, are also on site. The well sets 30' from a heavily traveled county road and is easily visible from a considerable distance. The nearest house is directly across the road at a distance of 60 feet, and the Olive Branch Methodist Church is located within 300 feet of the site. Field tests of the discharge indicated a pH of 5.0 and iron greater than 10 mg/liter.

<u>Site 8</u> consists of about one (1) acre of flat, mostly unvegetated coal refuse near several homes. The material erodes into the nearby stream degrading its water quality.

Site 9 consists of the badly deteriorated remains of a concrete fan house measuring 11' wide x 16' long x 6' high. The owner, Richard Abraham, reports there is a partially filled, 68 feet deep vertical shaft inside the structure with a 10 feet diameter opening. He added that over the years the shaft has been filled by local residents with trash, brush and old wood. Misc. junk, metal and tires now cover the opening making it impossible to determine its exact location. Also, just outside the structure, are rusted bolts and metal that protrude upward from the foundation that could easily impale someone should they trip and fall onto them. The old entrance in front is only partially by rusted metal and can easily be entered. The nearest residence is about 150 feet to the north, across the road.

Site 10 The property owner is concerned about the constant flow of mine drainage saturating a large portion of his front yard. About 75' from his house there was one small seep (about 1 gpm) in the center of his yard, and a larger seep (5gpm) flowing into a ditch, about 50' further to the east. Field tests indicated a pH of 6.7 and iron @ 3 mg/liter. The property is located near the coal crop, down-dip of a fairly large deep mine, which extends south under U. S. Rt. 50.

Site 11 contains an unvegetated refuse pile measuring about 120' long x 100' wide x 50' in height, about ¼ acre of unvegetated gob, and the remains of two concrete tipple abutments. The refuse pile is situated within the drainage of the hollow and allows surface water to percolate through the refuse and into the creek. Field samples of water seeping from the refuse had a pH of 2.8, iron greater than 10 mg/liter, and a combine flow of 20 gpm. The outslopes of the refuse pile are extremely steep and unstable with some evidence of past burning. Also on site are the remains of two concrete tipple abutments about 8' high and 4' in width. Next to the concrete abutments is a small unvegetated gob area that further degrades water in the receiving stream, Turkey Foot Run.

Location Maps are attached (Attachment A1).

Preliminary design documents will be due 90 days from the issuance of the Purchase Order.

## PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Firm must submit a completed CQQ (Attachment "B") and RPEM (Attachment "C") as per Section 4.2

## 3.2 Project Description:

## Scope of Work (Reynoldsville Refuse):

Construct access road to site:

Regrade, cover and revegetate refuse areas.

Demolition and removal of abandoned mining related structures and miscellaneous trash on the site.

Demolish and dispose of concrete pump well. Install cap and grate over opening.

Fill vertical shaft, excavate, dewater and install wet mine seal/bat gates.

Regrade sinkhole area.

Construct drainage control channels, underdrains, culverts, conveyance pipes & manholes.

Condition and revegetate all disturbed areas.

## 3.3 Special Terms and Conditions:

- 3.3.1 Bid and Performance Bonds: N/A
- 3.3.2 Insurance Requirements: \$1,000,000 Professional Liability per Occurrence

\$2,000,000 Aggregate

\$1,000,000 Automobile Liability \$1,000,000 Professional Liability

Workers Compensation Certificate Upon Award West Virginia Statutory requirements including West Virginia Code §23-4-2 (Mandolidis) DEP14992 must be listed on Insurance Certificates

3.4 General Terms and Conditions:

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

3.4.1 Conflict of Interest:

by law.

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 Prohibition Against Gratuities:

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

3.4.3 Certifications Related to Lobbying:

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 Vendor Relationship:

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

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

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

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

3.4.5 Indemnification:

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

employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

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

3.4.7 Governing Law:

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

3.4.8 Compliance with Laws and Regulations:

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

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

3.4.9 Subcontracts/Joint Ventures:

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

3.4.10 Term of Contract:

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

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives

notice. No penalty shall accrue to the Agency in the event this provision is exercised.

### 3.4.12 Contract Termination:

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

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

#### 3,4,13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment.

NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

## 3.4.14 Invoices, Progress Payments, & Retainage:

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

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

The firm will invoice for completed work on an approved WVDEP form.

3.4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of N/A per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 Record Retention (Access & Confidentiality):

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

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

#### **EVALUATION & AWARD** PART 4

## **Evaluation and Award Process:**

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

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

b) The evaluation criteria and assigned point values are as follows:

A. WV Registered Professional Engineers (Civil or Mining) In the Primary Office:

20 points

B. Reclamation Engineering design experience of the Primary Office's WVRPE as it relates to the specific project problem Areas:

25 points

C. Available WV-AML Design Teams within the Primary office (A Design team should consist of one Project Engineer (Civil or Mining), one CAD person and availability of other support personnel a required by the particular project):

20 points

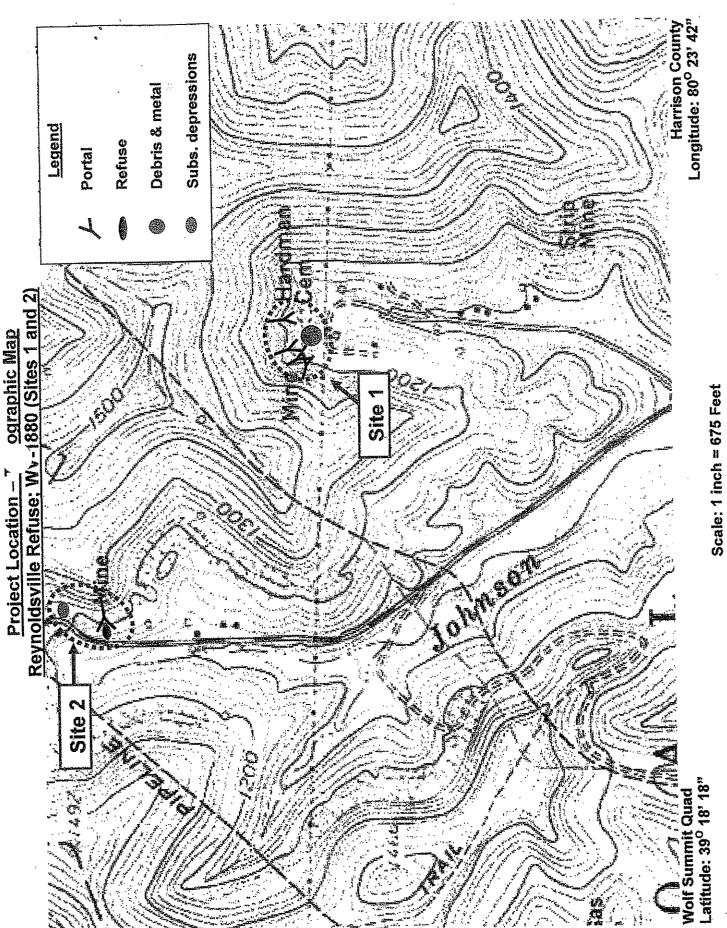
D. The Oral Interview (See Section 4.3 of this EOI):

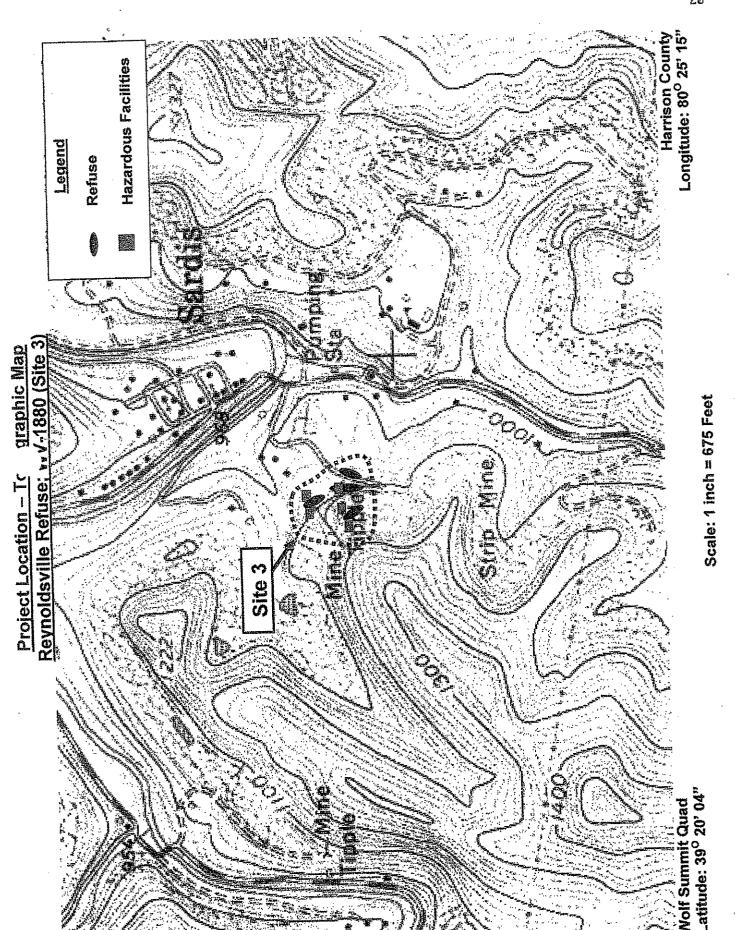
35 points

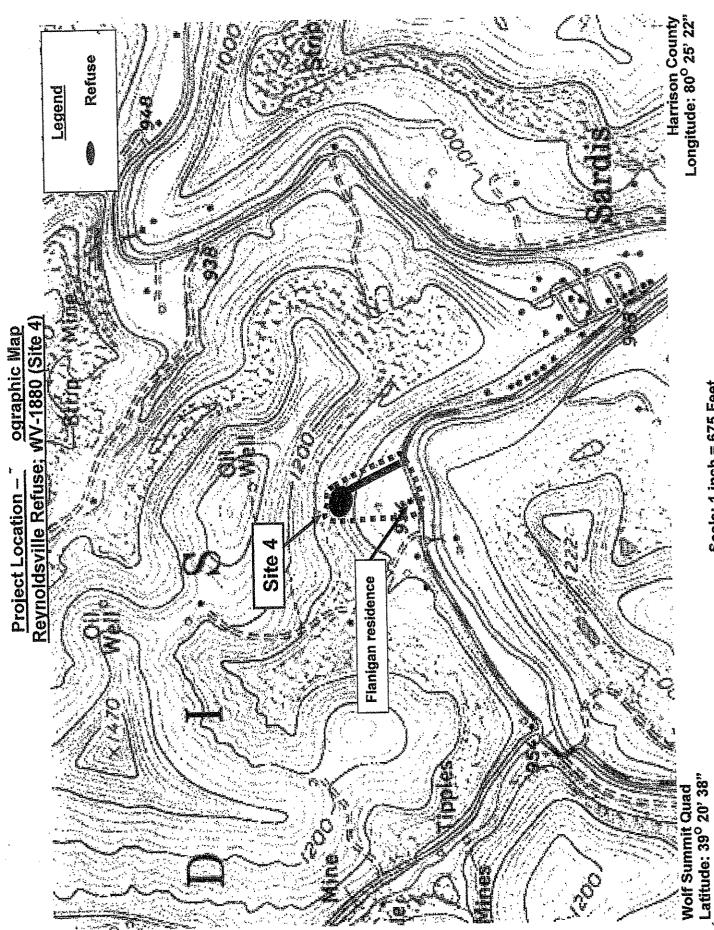
- 4.2 (a) AML Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See Attachment "B").
  - (b) AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").
- 4.3 Interviews as stated in 4.1 "Evaluation and Award Process" will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

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

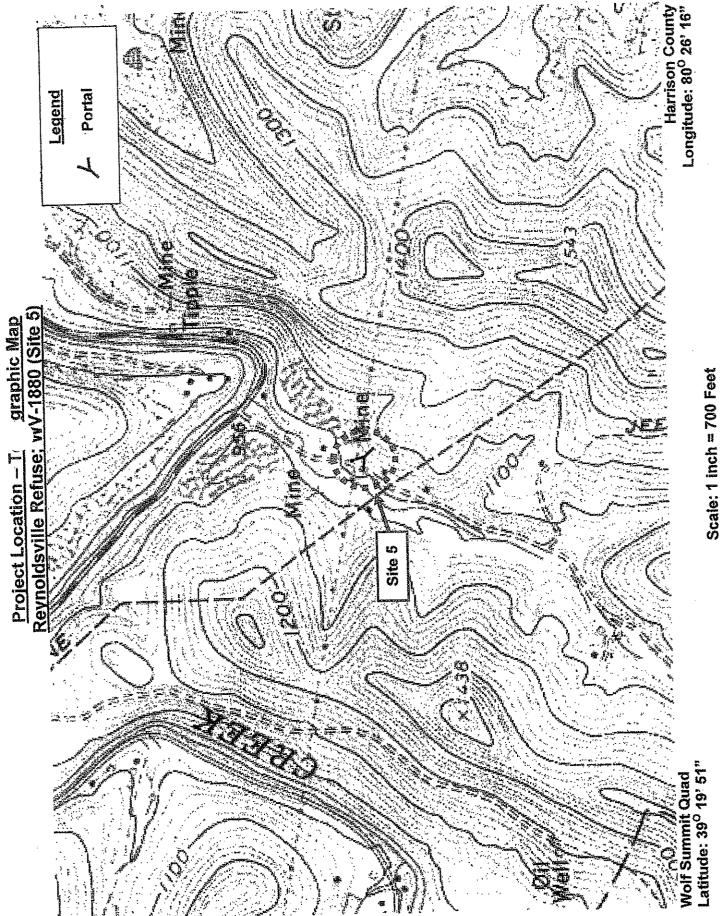
- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control

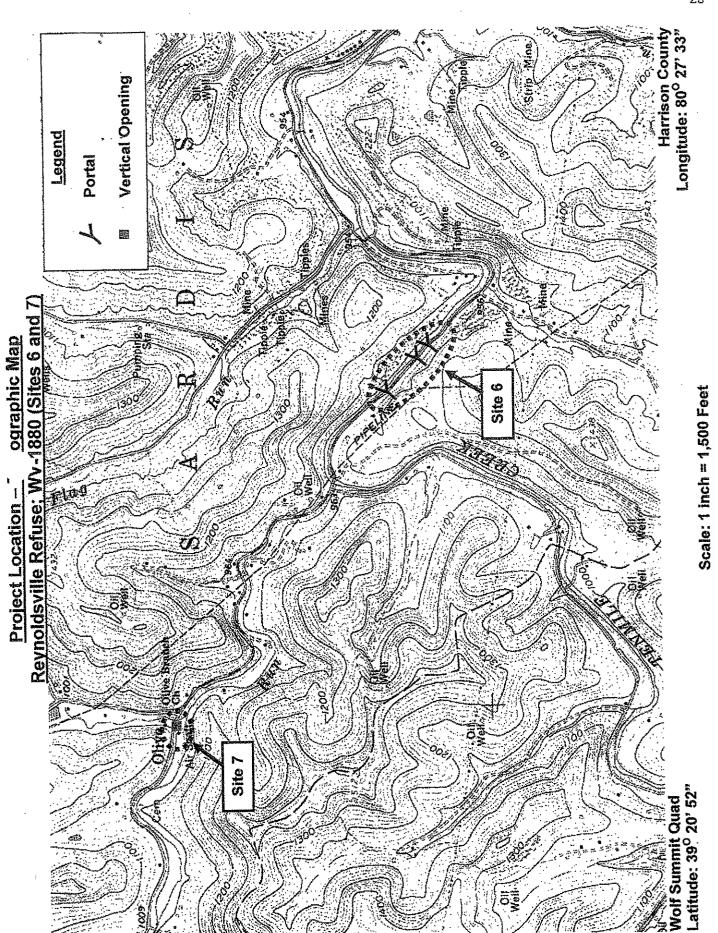


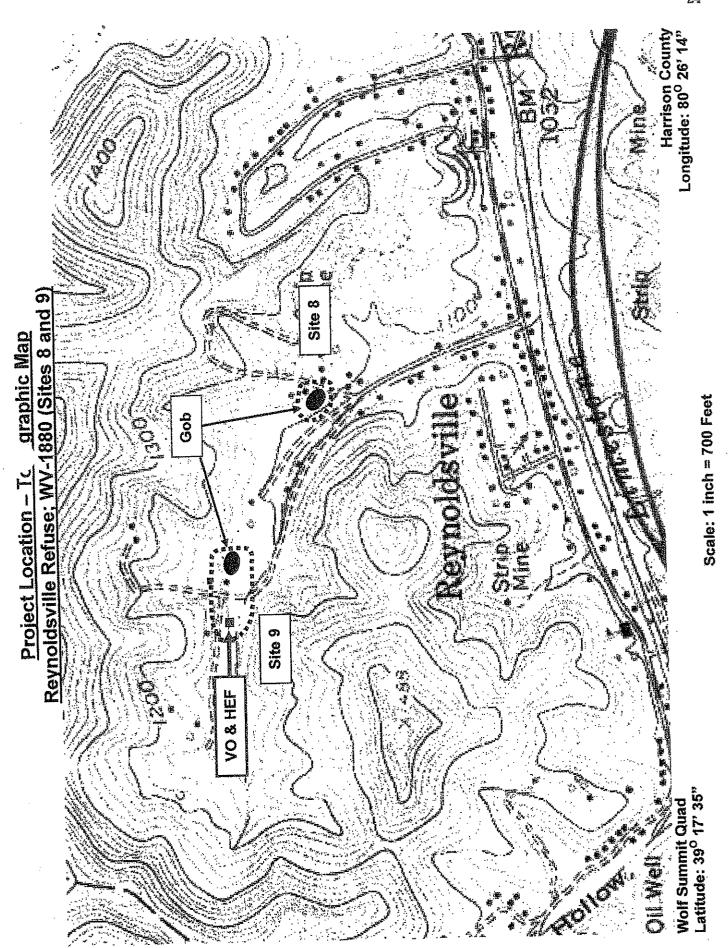


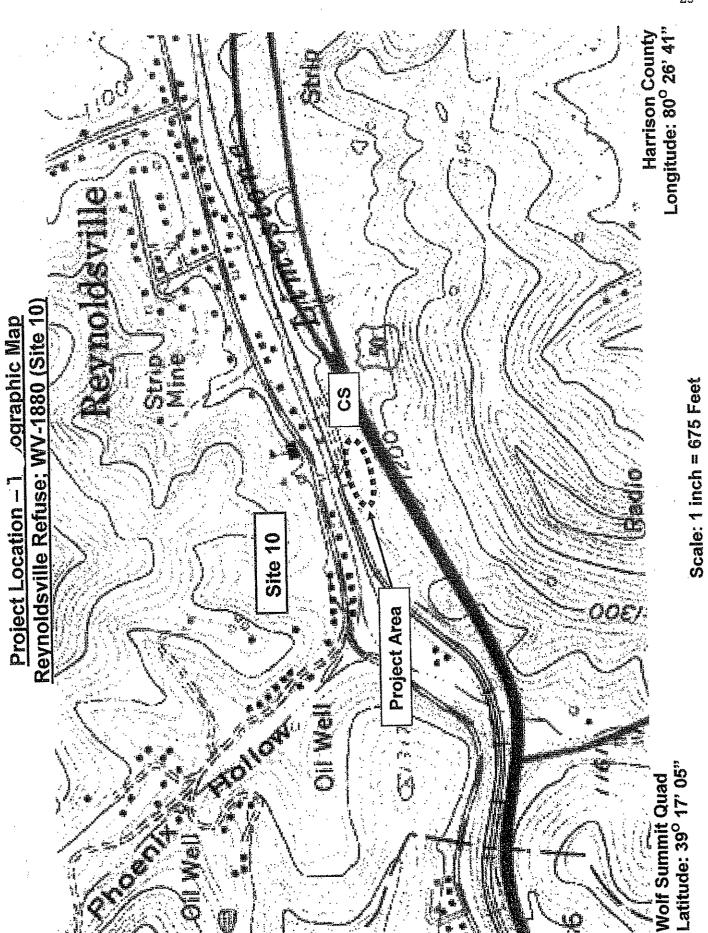


Scale: 1 inch = 675 Feet







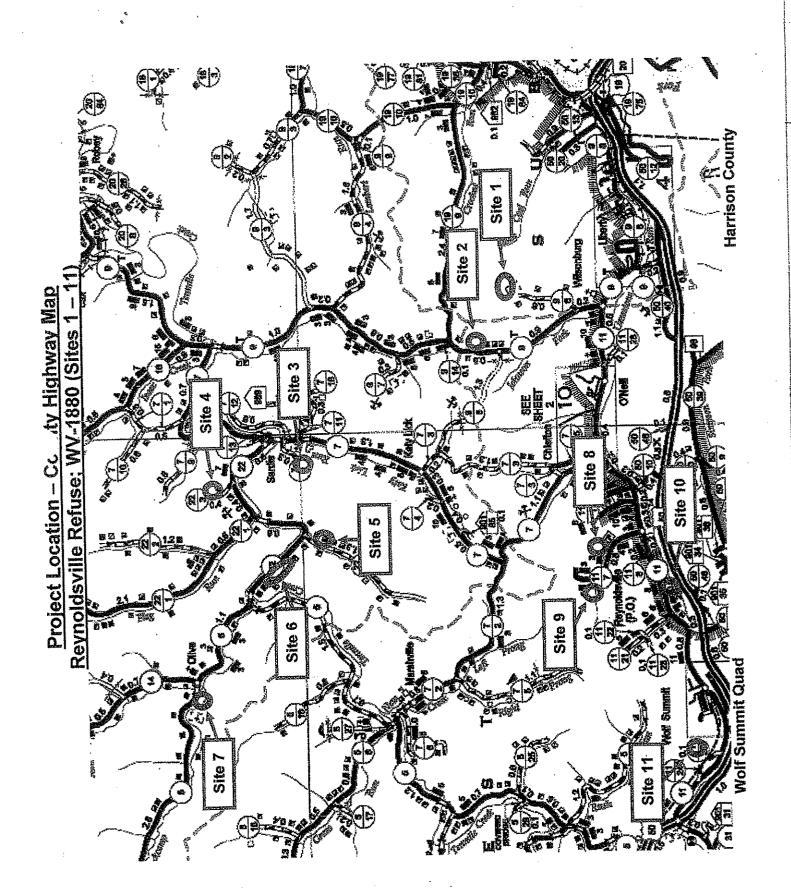


Harrison County Longitude: 80° 28' 14" Concrete Abutments Refuse and Gob Reynoldsville Refuse; WV-1880 (Site 11) Site 11 Wolf Summit Quad Latitude: 39° 16' 56"

ographic Map

Project Location - 1

Scale: 1 inch = 700 Feet



W AMI. CON	VIRG.	DEPARTMENTIFICATION	ENVIRONMENTAL PI	PROTECTION Attachment "B"
PROJECT NAME Reynoldsville Ref Design - Project No. DEP 14992	use	DATE (DAY, MONTH, YEAR) 14, May, 2010		FKIN 55 019/150
1. FIRM NAME Hornor Brothers	Engineers	2. HOME OFFICE B P.O. Box 386, Cl 0386	HOME OFFICE BUSINESS ADDRESS ). Box 386, Clarksburg, WV 26302-	3. FORMER FIRM NAME N/A
4. HOME OFFICE TELEPHONE 304-624-6445	5. ESTABLISHED	SHED (YEAR)	6. TYPE OWNERSHIP Individual <u>Corporation</u> Partnership Joint-Venture	6a. (Dis Ente
7. PRIMARY DESIGN OFFICE: ADDRESS/ Hornor Brothers Engineers/P.O. Box	1	/ PERSON	N IN CHARGE/ NO. AML DESIGN PERSONNE WV 26302-0386/304-624-6445/Paul A.	AML DESIGN PERSONNEL EACH OFFICE 34-624-6445/Paul A. Hornor III/Eleven (11)
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS Paul A. Hornor III, P.E., President	S OR MEMBER	OF FIRM	8a. NAME, TITLE, & TELEPHONE John W. Hornor, P.S., Survey	HONE NUMBER - OTHER PRINCIPALS rvey Manager
9. PERSONNEL BY DISCIPLINE		The state of the s		
2 ADMINISTRATIVE  ARCHITECTS  BIOLOGIST  CADD OPERATORS  CHEMICAL ENGINEERS  CIVIL ENGINEERS  CONSTRUCTION INSPECTORS  DESIGNERS  DRAFTSMEN	- ECOLOGISTS - ECONOMISTS - ELECTRICAL EN - ENVIRONMENTAL - ESTIMATORS - GEOLOGISTS - HISTORIANS - HYDROLOGISTS	ISTS ISTS ICAL ENGINEERS WENTALISTS ICRS ISTS IANS OGISTS	- LANDSCAPE ARCHITECTS - MECHANICAL ENGINEERS - MINING ENGINEERS - PHOTOGRAMMETRISTS - PLANNERS: URBAN/REGIONAL - SANITARY ENGINEERS - SOILS ENGINEERS - SPECIFICATION - WRITERS	CTS — STRUCTURAL ENGINEERS  S SURVEYORS  — TRAFFIC ENGINEERS  — OTHER  S  11 TOTAL PERSONNELL
TOTAL NUMBER OF WV REGISTERED PROFESSIC *RPEs other than Civil and Mining must supervise and perform this type of work	RED Min typ	ED PROFESSIONAL ENGINEERS Mining must provide suppor type of work.	IN PRIMARY OFFICE: ting documentation	2 that qualifies them to
10. HAS THIS JOINT-VENTURE WORKED	ORKED TOGETHER	HER BEFORE? YES	SS NO	
	7/2			

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Questionnaire".	I	Attach "AML Consultant Confidential Qualification
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE
NA		Yes No
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  Yes
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE
NAME AND ADDRESS:	SPECIALTY:	No WORKED WITH BEFORE
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE
NAME AND ADDRESS:	SPECIALTY:	No WORKED WITH BEFORE Yes
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE  Yes
		No

12. A Is your firm's personnel experienced in Abando Mine Lands Remediation/Mine Reclamation Enginee: ?
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 (under construction); Summit Park PSD Waterline Replacement Project, Harrison County (ready to begin construction in June).
B. Is your firm experienced in Soil Analysis?
YES Description and Number of Projects:
ON
C. Is your firm experienced in hydrology and hydraulics?
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 several projects. The most recent of these is the new United Hospital Center currently under construction 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.
ON
D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?  YES Description and Number of Projects:
73 (),
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.)
<u>YES</u> Description and Number of Projects: Waterline design comprises the biggest 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.
ON.
F. Is your firm experienced in Acid Mine Drainage Evaluation and Abatement Design?
YES Description and Number of Projects:
ŌN

13. PERLUAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES	RESPONSIBLE	FOR AMI PROJECT DESIGN (Furnish complete
Ca door and	YEARS	OF EXPERIENCE
& lille (Last, Fig.		
Brief Explanation of Responsibilities		
Paul A. Hornor III is responsible for the management and activities include the overall planning, design and proje in West Virginia.	execution of ct management	most of the firm's assignments. Primary of water, sewer, and land development projects
EDUCATION (Degree, Year, Specialization)		
BS, 1982, Civil Engineering		
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS: WV Society of	REGISTRATION	MATION (Type, Year, State)
ican Society of Civ. onal Engineers; WV Works Association;	Il Engineers; Professional Rural Water Professional American Council American Surveyors	sional Engineer, 1987, WV #10281 sional Surveyor, 1995, WV #1565
	ATES RESPONSIBLE F	OR AML PROJECT DESIGN (Furnish complete
st, Middle Int.)	YEARS	S OF EXPERIENCE
Thomas D. Corathers, P.E. 27	TENCE:	
Brief Explanation of Responsibilities		
Thomas D. Corathers, Project Manager, is responsible for the general and surveying work. His primary activities include planning, design, development, drainage, site design, sidewalk, streetscape and paving		oversight of the office engineering and technical review and project management of land projects.
EDUCATION (Degree, Year, Specialization)		
BSET, 1982, Civil Engineering Technology		
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION	RATION (Type, Year, State)
National Society of Professional Engineers; WV Association of Land Surveyors	ion of Professional	sional Surveyor, 1990, WV #890 sional Engineer, 1999, WV #14161
	And the second s	

HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES	RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete
data but keep to essemiliars/	YEARS OF EXPERIENCE
Joseph D. Robinson, E.I.T.	
Brief Explanation of Responsibilities	
Joseph D. Robinson performs civil engineering and design services primarily including roadway and pavement design, drainage, storm water retention, gracour CADD manager and is familiar and useful with a wide variety of software	design services primarily associated with site development, storm water retention, grading, hydrology and retaining walls. He is 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)	F.E./E.I.T., WV
13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPO	RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete
( Total Widele Int )	YEARS OF EXPERIENCE
Brief Explanation of Responsibilities:	
John W. Hornor is responsible for the management and execution of Primary activities include site reconnaissance, coordination with work to the field survey crew(s), plat and narrative preparation,	all of the field surveying services for the firm. the owner, courthouse property research, delegating and coordination for aerial mapping.
EDUCATION (Degree, Year, Specialization)	
West Virginia University 1980-1984 Civil Engineering and Preparatory Courses	
	REGISTRATION (Type, Year, State)
WV Association of Land Surveyors	Professional Surveyor 1997, WV #1955

14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES
Office Equipment - Dell desktop computers, HP T1100 Plotter, Color and Black and White Copiers
Data Collector, GPS Trimble GEO Explorer, Level
Office Software - Microsoft Office (Word, Excel, Powerpoint, etc), AutoDesk Land Desktop 2004, AutoDesk Civil 3D 2009 (includes Land Desktop Companion), Hydrocad, Acroplot

15. CURRENT ACTIVITIES C	ON WHICH YOUR FIRM IS THE	DESIGNATED ENGINEER	Clares as a second	THE IONO HARDETHE
PROJECT NAME, TYPE AND	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	<u>-</u>
Adrian PSD 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.	\$5,512,823	
Century-Volga PSD Waterline Ext. Project (Brushy Fork) Barbour County, WV	Century-Volga PSD Route 1, Box 78 Philippi, WV 26416	Complete project design and construction phase engineering, observation and administration. This project is partially funded by AMI.	\$1,998,000	Design - 100% Construction - 35% complete, will finish in August 2010
Mannington PSD Water Distribution System Marion County, WV	Mannington PSD P.O. Box 205 Mannington, WV 26582	Complete project design and construction phase engineering, observation and administration.	\$4,263,590	Design - 100% Construction - will start in May 2010
Summit Park PSD Water System Replacement Project	Summit Park PSD Route 2, Box 200D Clarksburg, WV 26302	Complete project design and construction phase engineering, observation and administration.	\$950,000	Design - 100% Construction - will start in June 2010
Town of West Union Greenwood Water Project Waterline Extension Doddridge County, WV	Town of West Union P.O. Box 5 West Union, WV 26456	Complete project design and construction phase engineering, observation and administration.	\$1,005,713	- in in
Whitmer Water Association Water Treatment and Distribution Project Randolph County, WV	Whitmer Water Association P.O. Box 23 Whitmer, WV 26296	Complete project design and construction phase engineering, observation and administration.	\$2,827,841	Design - 100% Construction - will start in May 2010
City of Clarksburg Safe Routes to School Project Clarksburg, WV	City of Clarksburg 222 West Main Street Clarksburg, WV 26301	Complete project design and construction phase engineering, observation and administration.	\$200,000	Design - 100% Construction will start in June 2010
TOTAL NUMBER OF PROJECT	PROJECTS: Continued on next pag	ge TOTAL ESTIMATED CO	CONSTRUCTION COSTS: Cont	Continued on next page
			1.00	

15. CURRENT ACTIVITIES (	ON WHICH YOUR FIRM IS THE	3 DESIGNATED ENGINEER OF RECORD		
JECT NAME, TYPE AND	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	Preliminary Engineering Phase; Construction not anticipated to start until 2012
Wetzel Co. PSD No. 1, Phase IV Waterline Ext. Project Wetzel County, WV	Wetzel Co. PSD No. 1 P.O. Box 456 Reader, WV 26167	Complete project design and construction phase engineering, observation and administration.	\$2,800,000	Preliminary Engineering Phase; Construction not anticipated to start until 2012
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.	\$6,800,000	Preliminary Engineering Phase; Construction not anticipated to start until 2012
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 - %50 Complete; Construction anticipated to start in the fall of 2010
				11000
TOTAL NUMBER OF PROJECTS:	:S: 10	TOTAL ESTIMATED CONSTRUCTION COSTS:	₹ <b>\</b> }-	31,857,967.00

	CONSTRUCTION COST	YOUR FIRMS RESPONSIBILITY	\$15,000,000 Design - 100% complete Construction - 99% complete	\$25,000 Sub- Consultant fee 30% complete			A STATE OF THE PROPERTY OF THE
3R.S	ESTIMATED CON	ENTIRE PROJECT	\$216,000,000	\$225,000			
SERVING AS A SUB-CONSULTANT TO OTHERS	ESTIMATED COMPLETION DATE		June 2010	September 2010			A CONTRACTOR OF THE PROPERTY O
RM IS SERVING AS A SUB	NAME AND ADDRESS OF OWNER		United Hospital Center P.O. Box 1680 Clarksburg, WV	Gannett Fleming, Inc.			
CURRENT ACTIVITIES ON WHICH YOUR FIRM IS	NATURE OF FIRMS RESPONSIBILITY		Site design including earthwork, drainage, roads, sidewalks, water construction	Site surveys and local general consulting for Gannett Fleming, Inc.			
16. CURRENT ACTIVITI	PROJECT NAME, TYPE AND LOCATION		United Hospital Center Replacement Hospital Warrison County,	Doddridge County Water Resources Study, Doddridge County, WV			

17. COMPLETED WORK WITHIN LAST	5 YEARS ON WHI	AS THE DESIGNATED ENGINEER OF RECORD	O YEAR	CONSTRUCTED
PROJECT NAME, TYPE	NAME AND ADDRESS OF OWNER			(YES OR NO)
City of Salem Retaining Wall and Repairs Along Randolph Street	City of Salem P.O. Box 352 Salem, WV 26426	\$ 146,665	2009	s Q
City of Clarksburg Business District Streetscape Project	City of Clarksburg 222 West Main Street Clarksburg, WV 26301	\$ 426,750	2007-	Yes
City of Clarksburg Phase IV Streetscape Project 3 <sup>rd</sup> and 4 <sup>th</sup> Streets	City of Clarksburg 222 West Main Street Clarksburg, WV 26301	\$ 451,189	2006-	Yes
City of Weston Streetscape Project Main Street	City of Weston 102 West 2" Street Weston, WV 26452	\$ 164,305	2007	Yes
City of Bridgeport Streetscape Project Phase IV	City of Bridgeport P.O. Box 1310 Bridgeport, WV 26330	\$ 288,721	2006-	Yes
City of Clarksburg Streetscape Project Phase III	City of Clarksburg 222 West Main Street Clarksburg, WV 26301	\$ 317,634	2007	Yes
Town of West Union Doddridge Co. High School Water and Sewer Extension Project	Town of West Union P.O. Box 5 West Union, WV 26456	\$ 1,005,212	2006-	K es
Century Volga PSD Route 119 Waterline Replacement Project	Century-Volga PSD Route 1, Box 78 Philippi, WV 26416	\$ 59,260	2006	N N
Bingamon PSD Waterline Replacement Project	Bingamon PSD P.O. Box 87 Wyatt, WV 26463	\$ 1,145,318	2006	Yes

17 COMPLETED WORK WITHIN LAST	I S YEARS ON WHICH YOUR FIRM WAS	貫		
PROJECT NAME, TYPE		ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Mannington PSD Consol Energy Waterline Replacement Project	Mannington PSD P.O. Box 205 Mannington, WV 26582	\$ 123,318	2006	Yes
Wetzel County PSD No. 1 Phase III Waterline Extension Project	Wetzel County PSD No. 1 P.O. Box 456 Reader, WV 26167	\$ 3,091,369	2006- 2007	Yes 
Huttonsville PSD Water System Expansion Project	Huttonsville PSD P.O. Box 277 Mill Creek, WV 26280	\$ 5,234,375	2004-	Yes
City of Bridgeport Streetscape Project Phase III	City of Bridgeport P.O. Box 1310 Bridgeport, WV 26330	\$ 330,496	2005- 2006	Υ (0.00 m)
City of Morgantown Streetscape Project Wharf District	City of Morgantown 389 Spruce Street Morgantown, WV 26505	\$ 651,329	2005	Yes
Adrian PSD Waterline Extension Project Phase IV	Adrian PSD P.O. Box 87 French Creek, WV 26218	\$ 2,778,538	2004-	X

(INDICATE PHASE	FIRM ASSOCIATED WITH	Gannett, Fleming				
TO OTHER FIRMS	CONSTRUCTED (YES OR NO)	NO		-		
E	YEAR	2008				
CH YOUR FIRM HAS BEEN A BLE)	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	Surveying and mapping services only. Construction cost estimates for dam removal project have not yet been prepared by the Engineer of Record				
COMPLETED WORK WITHIN LAST 5 YEARS ON WHI OF WORK FOR WHICH YOUR FIRM WAS RESPONSI	NAME AND ADDRESS OF OWNER	Clarksburg Water Board 1001 South Chestnut St. Clarksburg, WV 26301				
18. COMPLETED WORK WI	PROJECT NAME, TYPE AND LOCATION	Clarksburg Water Board Dam Study				

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

Hornor Brothers Engineers is a full service civil engineering firm that has been in business for 108 years. Our professional staff has many years of relevant engineering and surveying experience with regard to all elements of site development. We also have experienced construction inspectors familiar with walk and pavement installation.

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

Our firm's capability and experience is demonstrated by the multiple projects we have performed for numerous clients over many years, even decades.

In recent years we have performed sidewalk and pavement design projects for the City of Clarksburg, City of Bridgeport, City of Worgantown, United Hospital Center and Heritage Farms. As a result, we are particularly aware of the design and construction considerations associated with pavement projects and pedestrian walkways. The design load at our office is such that we could begin work immediately if awarded this contract.

20. The foregoing is a statement of facts

Signature: Heell Sunt

Printed Name: Paul A. Hornor III

Date: April 30, 201

President

Title:

ollo

# HORNOR BROTHERS ENGINEERS

# **Available WV-AML Design Team Within the Primary Office**

Project Engineer and Manager:

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

Assisted by:

Thomas D. Corathers, P.E. (Civil)

CADD Draftsman:

Thomas B. Childers

Joseph D. Robinson, E.I.

Engineering Technician:

Richard B. Taylor

Project Survey Manager:

John W. Hornor, P.S.

Survey Crew:

Albert T. Larue

Jason Manning

Construction Inspector:

Roger D. O'Quinn

Richard B. Taylor

Other:

Nila J. May, Administrative Support

Jeanne M. Wyckoff, Administrative Support

REO No.	DEP1499	92

#### STATE OF WEST VIRGINIA Purchasing Division

# URCHASING AFFIDAVIT

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

#### **DEFINITIONS:**

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

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

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

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

#### WITNESS THE FOLLOWING SIGNATURE

•
Vendor's Name: Hornor Brothers Engineers
Authorized Signature: Access Novament Date: May 14, 2010
State of West Virginia
County of Harrison to-wit:
Taken, subscribed, and sworn to before me this 17 day of 2010
My Commission expires 1000 My 20 C
NOTORY PUBLIC TOWN IN WYOLD
AFFIX SEAL HERE
OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA

JEANNE M. WYCKOFF 630 SOUTH 7TH STREET CLARKSBURG, WV 26301 MY COMMISSION EXPIRES NOV. 7, 2012

Purchasing Affidavit (Revised 12/15/09)

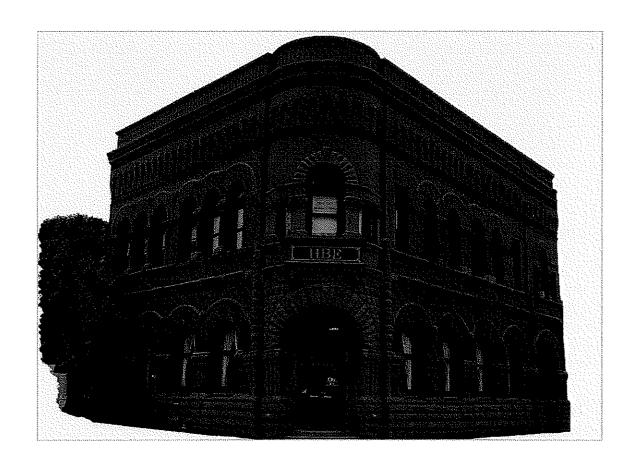
Since 1902

# Bros. Engineers

#### Civil, Environmental and Consulting Engineering

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

1902 108 YEARS OF ENGINEERING EXCELLENCE 2010



# **COMPANY PROFILE**

**HISTORY • EXPERIENCE • STAFF • REFERENCES** 

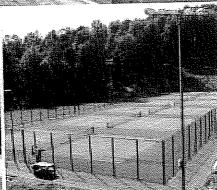
# Civil Engineering Solutions Powered By 100 Years of Experience

Family owned and operated since 1902, Homor Brothers Engineers is the oldest engineering firm in West Virginia. We combine the comprehensive expertise of five Registered Professional Engineers and a dependable support staff with a thorough knowledge of north central West Virginia to provide our customers with value driven results.











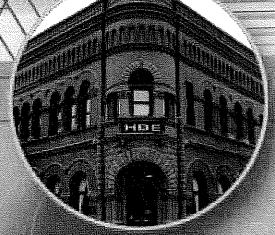
# Specializing in

Airport Facilities
Civil Engineering
Land Surveying and Mapping
Residential and Industrial Site
Development

Reserveive

Water and Sewer Systems

. Grafica je Siji ženiš



# HORNOR LBROTHERS LENGINEERS

HORNOR BROTHERS ENGINEERS - HORNOR BROTHERS ENGINEERS - HORNOR BROTHERS ENGINEERS - HORNOR BROTHERS ENGINEERS

140 S. Third Street • P.D. Box 386 • Clarksburg, WV 26302. Ph. (304) 624-6445 / Fax (304) 624-6448 www.HornorBrosEng.com

# HORNOR BROTHERS ENGINEERS

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

Phone:

304/624-6445

Fax:

304/624-6448

Website: <u>www.HornorBrosEng.com</u>

EMAIL:

Eng@HBE1902.com

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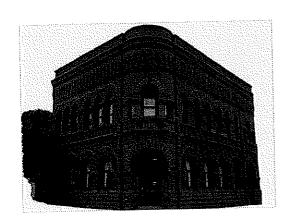
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Since 1902 Bros. Engineers

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

# COMPANY PROFILE



#### INTRODUCTION

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

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

# OVERVIEW OF ENGINEERING AND RELATED SERVICES

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

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

#### 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 a handheld GPS unit, total station instruments with data collector and CADD capabilities, which help provide for timely, sharp, finished plats and drawings.

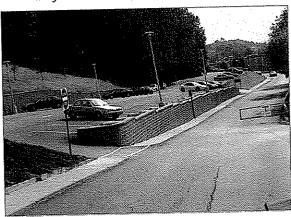
#### MUNICIPAL PROJECTS

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, demolition 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.

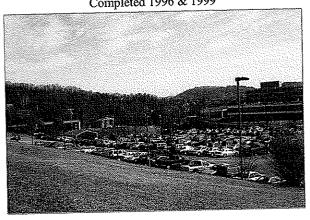
#### FAIRMONT STATE COLLEGE STUDENT PARKING EXPANSION PROJECT

Project Cost: \$394,000; Completed: 1997



UNITED HOSPITAL CENTER EMPLOYEE PARKING EXPANSION PROJECTS (Phases 1&2)

251 New Spaces; Total Construction Cost: \$718,000 Completed 1996 & 1999



FAIRMONT STATE COLLEGE NEW TENNIS COURTS PROJECT

Project Cost: \$553,000; Completed: 1999



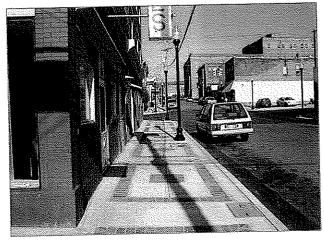
UNITED HOSPITAL CENTER RETAINING WALL Completed 2000

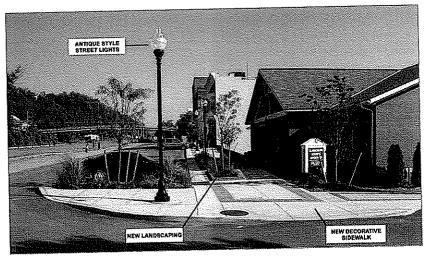


# CITY OF CLARKSBURG – GLEN ELK STREETSCAPE PROJECT

Project Cost = \$500,000; Completed: 2001

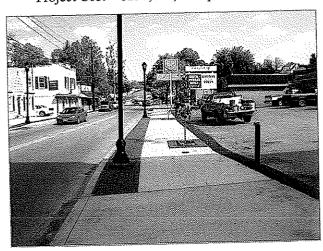






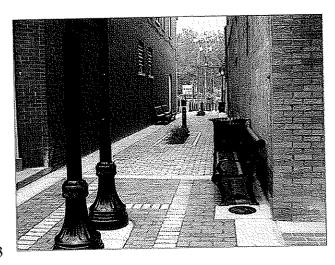
#### CITY OF BRIDGEPORT MAIN STREET REVITALIZATION PROJECT (PHASE II)

Project Cost = \$250,000; Completed 2003

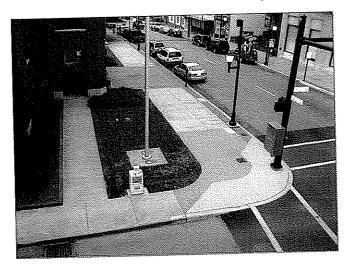


# CITY OF WESTON BANK STREET IMPROVEMENT PROJECT

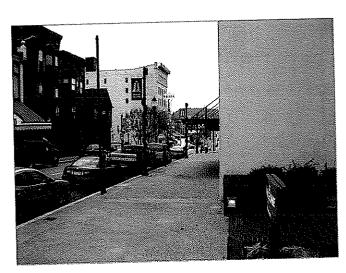
Project Cost = \$128,000; Completed 2003



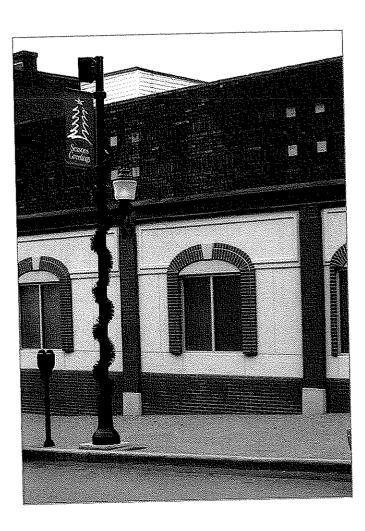
# CITY OF CLARKSBURG MAIN STREET REVITALIZATION PROJECT PHASE 2 Project Cost = \$450,000; Completed 2005







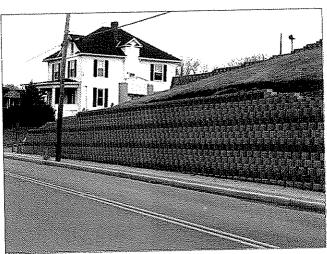




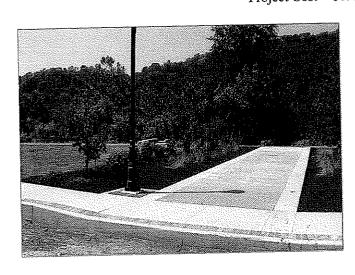
# CITY OF BRIDGEPORT MAIN STREET REVITALIZATION PROJECT (PHASE III) Project Cost = \$326,000; Completed 2005







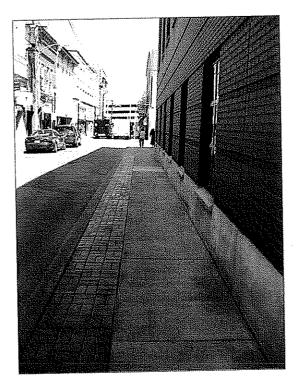
CITY OF MORGANTOWN CLAY STREET STREETSCAPE PROJECT Project Cost = \$693,000; Completed 2005



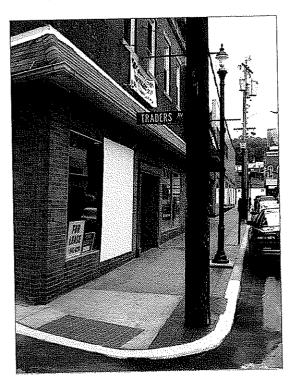


# CITY OF CLARKSBURG STREETSCAPE IMPROVEMENT PROJECT MAIN STREET – PHASE 3

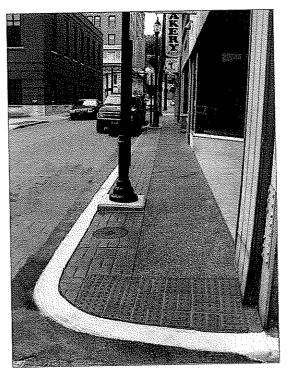
Project Cost = \$331,000; Completed: 2006



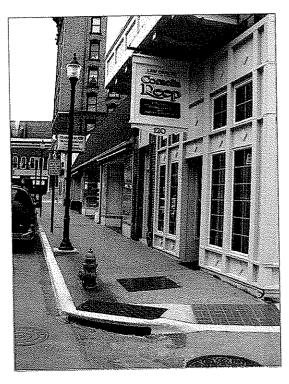
East Side of South Third Street



East Side of South Fourth Street



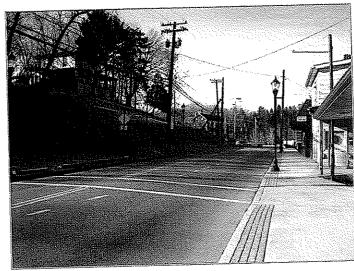
West Side of South Third Street



West Side of South Fourth Street

# CITY OF BRIDGEPORT MAIN STREET REVITALIZATION PROJECT (PHASE IV) Project Cost = \$290,000; Completed 2006



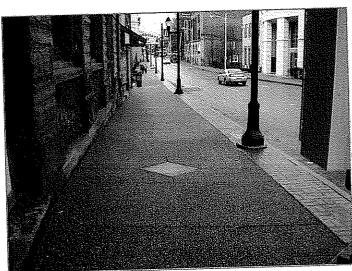


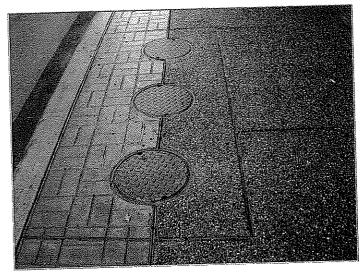
Sidewalk Along North Side of Main Street



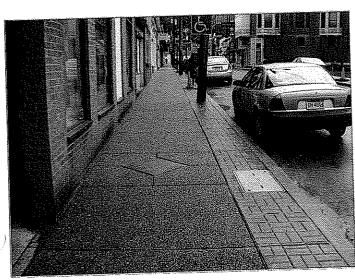
Safety Rail Along North Side of Main Street

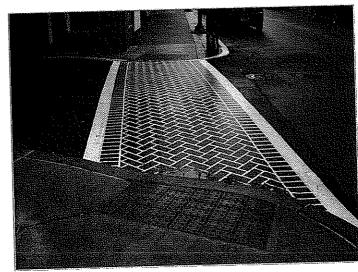
## CITY OF CLARKSBURG STREETSCAPE IMPROVEMENT PROJECT BUSINESS DISTRICT – PIKE, THIRD AND FOURTH STREETS Project Cost = \$430,484; Completed 2008



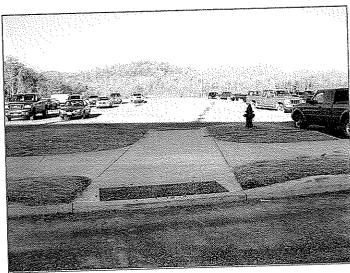


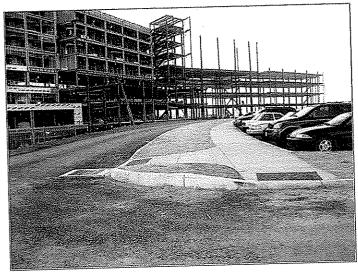




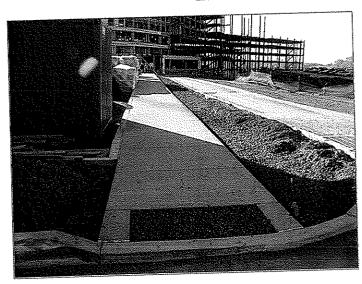


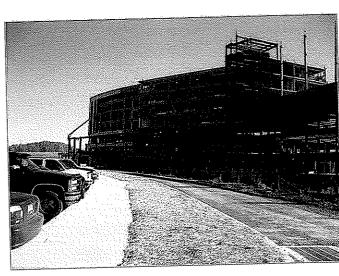
NEW UHC REPLACEMENT HOSPITAL
Site Development Cost = \$15,000,000; Under Construction
Curb and Sidewalk Portion = \$500,000; Under Construction











# 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 9 166 500 00
United Hospital	Clarksburg	UHC	Geoff Marshall,	\$ 166,590.00
Center Retaining	Harrison County,	P.O. Box 1680	$\mathbf{V}\mathbf{P}$	
Wall and Widening	WV	Clarksburg, WV	Engineering	
of Emergency			Support Services	
Room Access Road			(304) 624-2227	
1.00/11 / 1.00000				

**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.

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

**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.

Davis Funeral Near WV Route 98 Davis Funeral Randy Amos \$ 110,000.00  Home Between Clarksburg Home (304) 854-8347  Slip Remediation & Nutter Fort 1 Olen Thomas Measures Harrison County, Oliveral Randy Amos \$ 110,000.00	3. Project Name	Location	Owner	Contact Person Cost
Slip Remediation & Nutter Fort 1 Olen Thomas  Measures Harrison County, Drive	Davis Funeral	그는 사람 최고 한문에는 나는 아니는 아내는 사람들이 되고 가는 아름다.		Randy Amos \$ 110,000.00 (304) 854-8347
Measures Harrison County, Drive  W.V. Clarksburg, WV		& Nutter Fort	1 Olen Thomas	
		Harrison County, WV	요즘 그런 그 그 사람이 되었다. 그 나는 그 나	

**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.

4. 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, \$ 108,000.00 V.P. Engineering Support Services (304) 624-2227

**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 alleviated groundwater problems and rock stabilization. Surface erosion concerns were addressed by utilizing vegetative cover (grass), trees and biodegradable matting.

5. Project Name		Maplewood	Geoff Marshall,	Unknown, onsite
Maplewood	Bridgeport	Community, Inc.	V.P.	contractor
Community	Harrison County, WV	UHC	Engineering	performed this wor
lip Remediation		P.O. Box 1680	Support Services	in conjunction with
ind Drainage		Clarksburg, WV	(304) 624-2227	an ongoing project

**Project Description:** Hornor Brothers designed corrective measures for an embankment slip that consisted of removal of slip material, installing underdrains to remove subsurface water and re-establishing the grade to its original contour. Drainage measures consisted of 8", 18" and 24" pipe and drop inlets to alleviate surface water problems.

#### 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:

	County	Industrial/Commercial Site Projects	County
Subdivision Projects Heritage Farms	Harrison	UHC New Hospital Site	Harrison
Deerbrook	Barbour	Fed Ex Site	
Rennett Manor	Harrison	Harrison-Marion Regional Airport	Harrison
Auburn Village	Harrison	Deficuling Linbore menorizary	Harrison
Heavenly Trails	Marion	Midway Industrial Park	Harrison
Timber Ridge	Marion	Lewis County Industrial Park	Lewis
Bridgeport Public Safety Facility	Harrison		

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



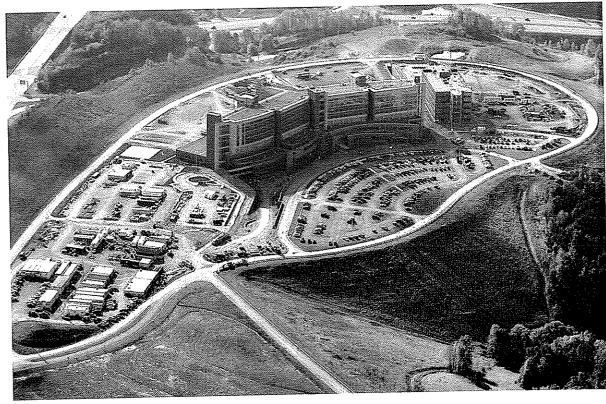
FED EX GROUND DISTRIBUTION FACILITY HARRISON COUNTY, WEST VIRGINIA COMPLETED DECEMBER 2006



HERITAGE FARMS RESIDENTIAL DEVELOPMENT

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





# 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.

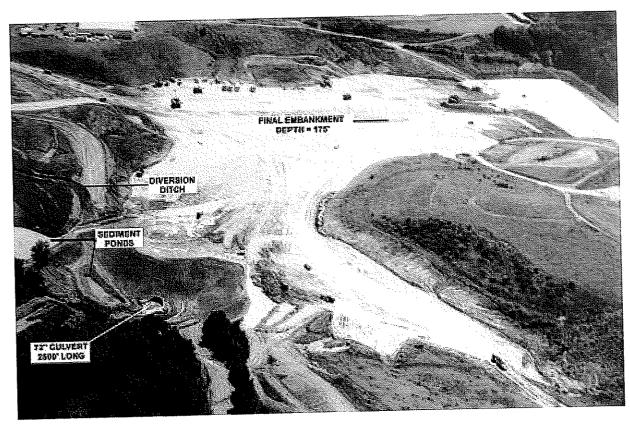
The Benedum Airport Authority also hired Hornor Brothers Engineers to provide engineering design, inspection and construction management services for the construction of a 4,400 foot long (0.833 miles) access highway. This section of highway is known as Route 279, North Bridgeport Bypass.

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.

# ARNG TRAINING FACILITY TAXIWAY & ACCESS ROAD 1800 LF RUNWAY & TAXIWAY EXTENSION MAIN BORROW AREA 1000 LF SAFETY AREA EXTENSION PHASE I - RT. 279 BRIDGEPORT BYPASS NORTH BORROW

BENEDUM AIRPORT VARIOUS PROJECTS

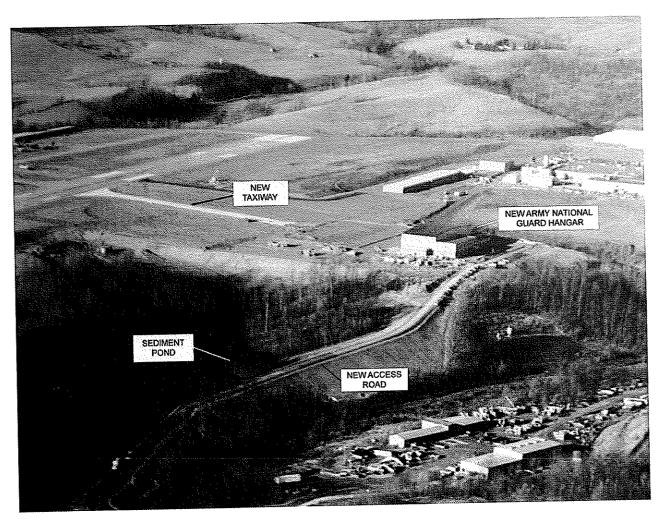
AREA



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 40 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:

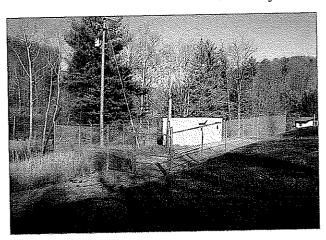
CLIENT/PROJECT	YEAR COMPLETED	TOTAL COST
Mt. Hope Water Association, Upshur County (6th Project)	2008	\$ 191,000
Town of West Union, Doddridge County High School, Doddridge County	2007	\$1,360,000
Wetzel County Public Service District No. 1, Wetzel County (3 <sup>rd</sup> Project)	2007	\$4,079,000
Huttonsville Public Service District, Randolph County	2006	\$ 6,500,000
Bingamon Public Service District, Harrison County	2006	\$ 1,300,000
Century-Volga Public Service District, Barbour County (3 <sup>rd</sup> Project)	2005	\$ 1,900,000
Adrian Public Service District, Upshur County (4th 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, Marion County	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
Century-Volga Public Service District, Barbour County (2 <sup>nd</sup> Project)	1999	\$ 2,800,000
Adrian Public Service District, Upshur County (2 <sup>nd</sup> Project)	1997	\$ 2,800,000
Gilmer County Public Service District, Gilmer County (2 <sup>nd</sup> Project)	1995	\$ 1,812,000
Haymond Public Service District, Taylor County (2 <sup>nd</sup> Project)	1994	\$ 175,000
Clarksburg Water Board, Harrison County	1993	\$ 4,400,000
Wetzel County Public Service District No. 1, Wetzel County	1993	\$ 736,000

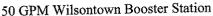
Current projects in various stages of design or construction and their projected completion dates include the following:

CLIENT/PROJECT	PROJECTED COMPETION DATE	TOTAL COST
City of Bridgeport, Harrison County	2009	\$ 350,000
Adrian Public Service District, Upshur County (5th Project)	2009	\$6,516,000
Town of West Union, Greenwood Extension, Doddridge County	2009	\$1,257,000
Century-Volga Public Service District, Barbour County (4th Project)	2010	\$2,300,000
Whitmer Water Association, Randolph County	2010	\$3,750,000
Mannington Public Service District, Marion County	2010	\$5,457,000
Summit Park Public Service District, Harrison County	2010	\$1,200,000
Adrian Public Service District, Upshur County (6 <sup>th</sup> Project)	2012	\$5,500,000
Wetzel County Public Service District No. 1, Wetzel County (4 <sup>th</sup> Project)	2012	\$3,644,000
Huttonsville Public Service District, Randolph County (2 <sup>nd</sup> Project)	2013	\$8,156,000

# ADRIAN PUBLIC SERVICE DISTRICT, UPSHUR COUNTY

Part of Phase III Water Project
Total Project Cost = \$3,100,000; Completed 2001





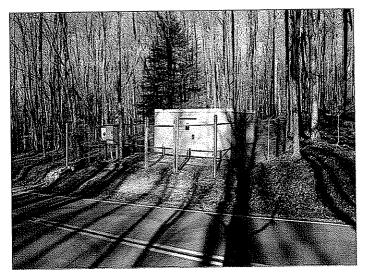


43,000 Gallon Salem Ridge Water Storage Tank

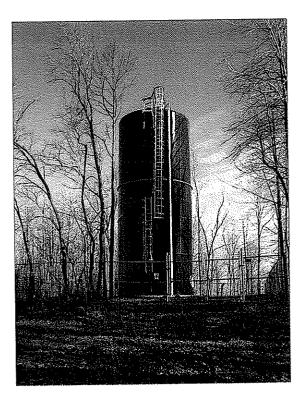
The Adrian Public Service District has been a valued client of Hornor Brothers Engineers for over 25 years. As part of a master plan, the original system was designed with adequate capacity to serve the above Phase III project. Since the completion of Phase III we have also finalized a fourth phase of Adrian's waterline system which consisted of approximately 130,000 feet of 8", 6", 4" and 2" waterlines, two new water storage tanks and booster pump stations, and the PSD currently has under construction the Phase V project consisting of 160,000 feet of new waterlines and related appurtenances.

#### CENTURY-VOLGA PUBLIC SERVICE DISTRICT, BARBOUR COUNTY

Total Project Cost = \$2,800,000; Completed: 1999



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



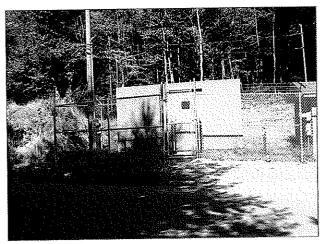
100,000 Gallon Storage Tank on Talbott Road Near U.S. Route 33 (Phase II)

Century-Volga Public Service, another wellestablished client, has also utilized the expertise and experience of Hornor Brothers Engineers over the past 20 years. The pictures on this page illustrate a booster station and water storage tank built during the Phase II project in 1999.

Since then the construction of Phase III, a \$1,900,000 project consisting of approximately 76,000 feet of 6", 4" and 2" waterlines has been completed and placed into operation, serving approximately 138 customers. Currently under final design is our fourth project with the PSD to serve the Brushy Fork area of the county.

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

Total Project Cost = \$3,500,000; Completed 2002 Part of Phase V Water Project



150 GPM Little Sand Run Booster Station

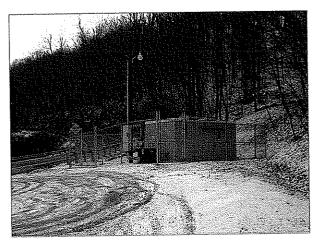


105,000 Gallon Water Storage Tank on Tallmansville Road Near Mt. Carmel Church Road

The Mt. Hope Water Association has been a valued client for over 35 years. The illustrations above are representative of a project which connected onto the end of the Association's existing system, which consists of four previous projects all designed by Hornor Brothers Engineers. The system began in 1970 and now has over 1000 customers.

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

Total Project Cost = \$2,700,000; Completed 1999



250 GPM Water Booster Station on Route 20



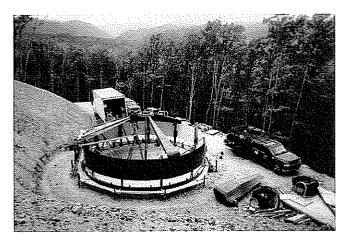
388,000 Gallon Storage Tank Off Route 20 West of Reader

The project illustrated above consisted of approximately 99,000 feet of 8", 6", 4" and 2" waterlines and serves 350 customers. Hornor Brothers designed the existing system with this Phase II project in mind. Treated water for the District is provided from the City of New Martinsville. The PSD recently completed the construction of our project design for Phase III, a \$4,079,000 project, which served an additional 268 customers.

HUTTONSVILLE PUBLIC SERVICE DISTRICT, RANDOLPH COUNTY

Total Project Cost = \$6,500,000; Completed 2006

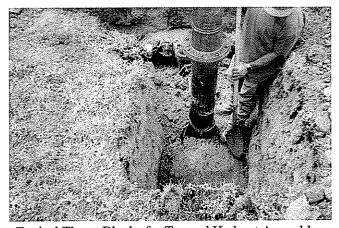
390 New Customers: 175,000 ft. of Waterline



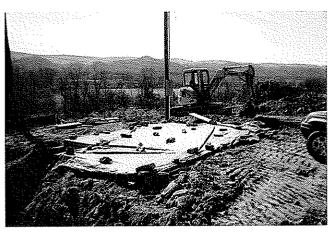
158,000 Gallon Becky's Creek Storage Tank and Site **Under Construction** 



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



Typical Thrust Blocks for Tee and Hydrant Assembly



Foundation Construction for 200 gpm Georgetown Road Booster Station



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

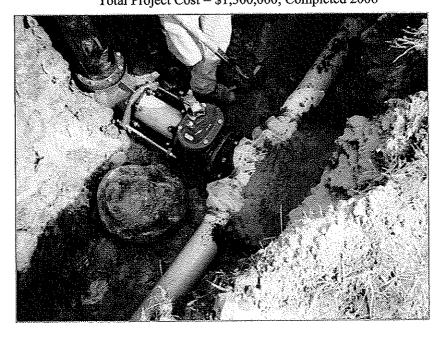
#### MONTANA WATER ASSOCIATION

Total Project Cost = \$930,000; Completed 2002

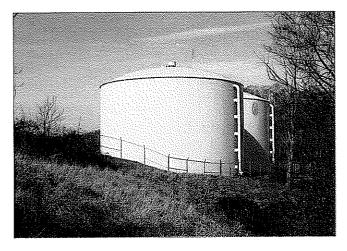


The Montana Water Association Project was comprised of the replacement of undersized waterlines and the addition of this storage tank and a new water booster pump station. The larger lines and tanks also provided reliable fire protection to a 40 year old water system which had never had it before.

# **BINGAMON PUBLIC SERVICE DISTRICT** Total Project Cost = \$1,300,000; Completed 2006



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; Completed 1994 Two 1,000,000 Gallon Storage Tanks Part Of FBI Water Project



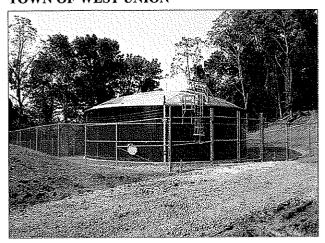
Completed in 2003

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 in 1994: 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. Two separate waterline extension projects, one in 2003 and another 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; Completed 2003 New 250,000 Gallon Storage Tank Behind High School

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.

We are currently in the construction phase of a waterline expansion project which will extend service to the communities of Duckworth and Greenwood wets of town. This is the third water project we have worked on with the Town of West Union since 2002.

# PROFESSIONAL STAFF RESUMES

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

#### **AFFLIATIONS**

West Virginia Society of Professional Engineers (WVSPE)

American Society of Civil Engineering (ASCE) National Society of Professional Engineers (NSPE) West Virginia Rural Water Association

#### **EXPERIENCE**

Years Experience with HBE: 25 Years Experience with Other Firms: 3

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

#### **CURRENT RESPONSIBILITIES**

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

# Paul A. Hornor III, P.E. President



#### **PROJECTS**

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

#### Water Systems

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

Sun Valley Public Service District Harrison

#### **Sewer Systems**

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

#### Miscellaneous

Design and/or project oversight of 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: 27 Years Experience with Other Firms: 0

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

#### **AFFLIATIONS**

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

#### **CURRENT RESPONSIBILITIES**

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

#### **MISCELLANEOUS**

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

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



#### **PROJECTS**

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

Sewer Projects	County
Heritage Farms Subdivision	Harrison
Valley View Subdivision	Harrison
Lumberport Area Public Sewer Service District	Harrison
John Brennan, Route 50, Quik Mart Store	Taylor
Streetscape Projects	County
City of Clarksburg Streetscape (5 projects)	Harrison
City of Bridgeport Streetscape (3 projects)	Harrison
City of Weston Streetscape (2 projects)	Lewis
City of Morgantown	Monongalia
Land Development/Subdivision Projects	County
Highland Court	Harrison
Crystal Ridge	Harrison
Heritage Farms	Harrison
Bennett Manor	Harrison
Auburn Village	Harrison
Heavenly Trails	Marion
Timber Ridge	Marion
Meadow Point	Harrison
Paving and Drainage Projects	County
United Hospital Center (6 projects)	Harrison
Fairmont State College (5 projects)	Marion
Harrison County Board of Education (2 projects)	Harrison
Town of Lost Creek (2 projects)	Harrison
Site and Infrastructure Projects	County
UHC New Hospital Site	Harrison
KLW L.L.C./Ken Woody/Smith Services	Upshur
WYK Associates/ Public Safety Sub-Station, City of Bridgeport	Harrison
Saad Mossallati/POB Facility	Harrison
Tolley Electric	Harrison
City of Clarksburg/Northview Retaining Wall	Harrison
WYK Associates/Bank of Gassoway	Braxton
WYK Associates/VA Hospital	Harrison

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#### PROFILE

#### **EDUCATION**

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

#### REGISTRATION

FE/EIT

#### **EXPERIENCE**

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

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

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

#### **AFFLIATIONS**

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

#### **CURRENT RESPONSIBILITIES**

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

#### Joseph D. Robinson EIT Design Engineer



#### **PROJECTS**

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

Sewer Projects	County
Heritage Farms Subdivision	Harrison
Land Development/Subdivision Projects	County
UHC New Hospital Site	Harrison
Heritage Farms	Harrison
Paying and Drainage Projects	County
United Hospital Center (2 projects)	Harrison
Heritage Farms	Harrison
Streetscape Projects	County
City of Clarksburg, Business District Improvements - 2007	Harrison
City of Glenville Sidewalk Replacement Project	Gilmer
Site and Infrastructure Projects	County
UHC New Hospital Site	Harrison
KLW L.L.C./Ken Woody/Smith Services	Upshur
WYK Associates/ Public Safety Sub-Station City of Bridgeport	Harrison
Saad Mossallati/POB Facility	Harrison
Tolley Electric	Harrison
City of Clarksburg/Northview Retaining Wall	Harrison
WYK Associates/Bank of Gassoway	Braxton
Woodruff AML	Harrison
WYK Associates/VA Hospital	Harrison

#### MISCELLANEOUS

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

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#### PROFILE

#### **EDUCATION**

West Virginia University 1980-1984 Civil Engineering & Preparatory Courses

#### REGISTRATION

Professional Surveyor, West Virginia, 1990

#### **AFFLIATIONS**

West Virginia Association of Land Surveyors

#### **EXPERIENCE**

Years Experience with HBE: 18 Years Experience with Other Firms: 2

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

#### **CURRENT RESPONSIBILITIES**

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

John W. Hornor, P.S. Surveyor Manager



#### **PROJECTS**

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

Project	County
United Hospital Center – Various Projects	Harrison
Charles Pointe - Various Site Development Surveys	Harrison
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	Randolpl

# REFERENCES

#### WATER AND SEWER REFERENCES

#### ADRIAN PUBLIC SERVICE DISTRICT

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

#### BINGAMON PUBLIC SERVICE DISTRICT

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

# HUTTONSVILLE PUBLIC SERVICE DISTRICT

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

#### MT. HOPE WATER ASSOCIATION

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

#### RURAL UTILITIES SERVICE

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

#### TOWN OF WEST UNION

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

# WETZEL COUNTY PUBLIC SERVICE DISTRICT NO. 1

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

# MANNINGTON PUBLIC SERVICE DISTRICT

Dave Smith 486 Flaggy Meadow Road Mannington, WV 26582 Home (304) 986-3320

#### MUNICIPAL/SITE DEVELOPMENT

#### CITY OF BRIDGEPORT

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

#### CITY OF CLARKSBURG

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

#### CITY OF MORGANTOWN

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

#### WYK ASSOCIATES, INC.

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

#### UNITED HOSPITAL CENTER

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

#### HERITAGE FARMS SUBDIVISION

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