



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

State of West Virginia Purchase Order

Order Date: 08-06-2021

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

Order Number:	CPO 0603 0603 ADJ2200000004 1	Procurement Folder:	918904
Document Name:	UIC Permit Application-Agency EOI Under \$250,000.00	Reason for Modification:	
Document Description:	UIC Permit Application-Agency EOI Under \$250,000.00		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-07-25

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000019932 GREENBRIER ENVIRONMENTAL GROUP INC 292 OAK CARRIAGE DR LEWISBURG WV 24901 US Vendor Contact Phone: 3046467616 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Phillip Emmerth Requestor Phone: (304) 201-3529 Requestor Email: phill.p.emmerth.nfg@mail.mil 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	WVARNG ENV PROTECTION OFFICE ADJUTANT GENERALS OFFICE 1705 COONSKIN DR CHARLESTON WV 25311 US

Total Order Amount: \$2,552.50

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tara</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>8/16/21</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Tolan 8-16-21</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Professional Engineering Services Contract
(Services for UIC Permit Application for Lewisburg Readiness Center)

The Vendor: GREENBRIER ENVIRONMENTAL GROUP, INC., of Lewisburg, WV agrees to enter into this professional engineering contract to provide necessary engineering and other professional services to provide for an Underground Injection Control (UIC) permit application for the Lewisburg Readiness Center, Maxwelton, West Virginia per the scope of work, bid requirements, terms and conditions, the Agency's submitted project plan dated: 05/17/2021, the Vendor's Scope of Work letter dated: 05/18/2021, all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	2552.50
Service From	Service To	Manufacturer		Model No	
2021-08-15	2022-07-25				

Commodity Line Description: UIC Permit Application-Lewisburg Readiness Center

Extended Description:

Provide environmental engineering services for UIC Permit Application for Lewisburg Readiness Center facility, per the attached documentation.

	Document Phase	Document Description	Page 3
ADJ2200000004	Draft	UIC Permit Application-Agency EOI Under \ \$250,000.00	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

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

☒ **Other:** See attached agreement with vendor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ WV Statutory requirement- WV Code §23-4-2 (Mandolidis)

☒ **** PLEASE MAKE INSURANCE CERTIFICATE HOLDER TO READ AS FOLLOWS***** WV Army National Guard 1707 Coonskin Drive, Charleston, WV 25311

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

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

10. [Reserved]

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

☐ N/A _____ for N/A _____

☐ Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Audrey Sampson, VP
(Name, Title)

Audrey Sampson, VP
(Printed Name and Title)

292 Oak Carriage Drive, Lewisburg, WV 24901
(Address)

304 520 4260
(Phone Number) / (Fax Number)

304 520 4245
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Greenbrier Environmental Group, Inc.
(Company)

[Signature], VP
(Authorized Signature) (Representative Name, Title)

Audrey Sampson, VP
(Printed Name and Title of Authorized Representative)

7/28/21
(Date)

304 520 4260 / 304 520 4245
(Phone Number) (Fax Number)

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): *WV Adjutant General's Office*
Vendor: *Greenbrier Environmental Group*
Contract/Lease Number ("Contract"): *CPO-A0522*4*
Commodity/Service: *WIC Permit Application*

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

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

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Adjutant General's Office

By: Dean Wingerd

Printed Name: Dean Wingerd

Title: Procurement Analyst

Date: 7-30-2021

Vendor: Greenbrier Environmental Group, Inc

By: Audrey Sampson

Printed Name: Audrey Sampson

Title: VP

Date: 7/28/21



May 18, 2021

West Virginia Army National Guard
Division of Engineering and Facilities
Environmental Protection Division
1703 Coonskin Drive
Charleston, WV 25311

Attention: Phillip Emmerth
WVARNG Environmental Compliance Manager

Subject: **UIC Permit Application**
Lewisburg Readiness Center
659 Industrial Park Road
Maxwelton, Greenbrier County, West Virginia

Dear Mr. Emmerth,

On behalf of Greenbrier Environmental Group, Inc. (GEG), I am pleased to provide this cost estimate for environmental services associated with the above referenced location. We appreciate the opportunity and look forward to assisting the West Virginia Army National Guard (WVARNG) with this project.

Scope of Work

The scope of work that will be performed includes the following tasks:

- **Task #1 – Site Visit:** Conduct one (1) site visit to the Lewisburg Readiness Center. The site visit will include review of existing information to include but not limited to 2011 and 2017 UIC permits, West Virginia Department of Environmental Protection (WVDEP) correspondences with WVARNG, Environmental Protection Agency (Agency), mapping provided by Agency and sampling data provided by Agency.

Task Cost Estimate: \$721.25

- **Task #2 – UIC Permit Renewal Application:** Complete UIC Application using forms required by the WVDEP. The Agency has provided prior Applications for informational purposes.

Task Cost Estimate: \$1,110.00

292 Oak Carriage Drive, Lewisburg, West Virginia 24901
Phone: (304) 520-4260 • Fax: (304) 520-4265 • www.greenbrierenv.com

Environmental Consulting and Remediation • Permitting • Grant Writing and Management

- **Task #3 – Respond to Questions/Comments from WVDEP Review:** GEG in consultation with the Agency, will review the draft(s) UIC Permits. GEG will provide written responses/comments for Agency consideration. The Agency will be responsible for forwarding any comments to the WVDEP. Additionally, GEG will allow for a site visit with Agency representatives and WVDEP personnel to discuss the Draft UIC Permit.

Task Cost Estimate: \$721.25

The following assumptions have been made based on the WVARNG provided scope of work:

- GEG is not responsible for the following:
 - UIC Permit Application Fees;
 - Public Notice Fees;
 - Publishing of public notice in newspaper;
 - Submission of the public notice to the WVDEP; and,
 - Developing the Groundwater Protection Plan (GPP) and Spill Prevention, Control and Countermeasure Plan (SPCC); The Agency will provide copies of these reports.

Cost Estimate

A detailed cost estimate is included on the following pages. Below is a breakdown of the estimated costs to perform each task of the above scope of work:

Task #1 – Site Visit	\$ 721.25
Task #2 – UIC Permit Renewal Application	\$ 1,110.00
<u>Task #3 – Respond to Questions/Comments from WVDEP Review</u>	<u>\$ 721.25</u>
Total Cost	\$ 2,552.50

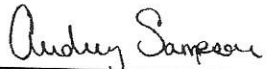
Schedule and Compensation

GEG is prepared to perform the on-site portion of the proposed work scope following notice to proceed. Work performance and payment terms will be as stated in the attached Continuing Services Agreement (CSA) between WVARNG and GEG. GEG appreciates this opportunity to provide you with our services and looks forward to working with you on this project. To authorize this work scope, please return a copy with a signature on the line below by email to asampson@greenbrierenv.com.

If you have any questions regarding this proposal, the associated costs, or GEG's organization, please contact me directly at (304) 520-4260.

Sincerely,

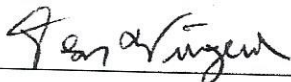
Greenbrier Environmental Group, Inc.



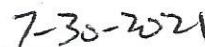
Audrey S. Sampson, LRS
Vice-President

Enclosure: Detailed Cost Estimate
Continuing Services Agreement

I authorize the work scope to be performed as outlined above, and in accordance with the attached Continuing Services Agreement between the WVARNG and GEG.



Signature



Date

ATTACHMENT I

DETAILED COST ESTIMATE





Greenbrier Environmental Group, Inc.
292 Oak Carriage Drive
Lewisburg, WV 24901

Detailed Cost Estimate

Proposal Date: 6/1/2021
Proposal #: 2020-294

Client:

Dean Wingerd
Division of Engineering & Facilities
Adjutant General's Office
1703 Coonskin Drive
Charleston, WV 25311

Description	Quantity	Units	Rate	Amount	MU	Total
UIC Permit Application - Lewisburg Readiness Center Maxwelton, Greenbrier County, West Virginia						
Task #1 - Site Visit						
Senior Consultant	4	Per Hour	135.00	540.00		540.00
Staff Scientist	2	Per Hour	75.00	150.00		150.00
Truck Rental (DY)	0.25	Per Day	125.00	31.25		31.25
Subtotal						721.25
Task #2 - UIC Permit Renewal Application						
Senior Consultant	6	Per Hour	135.00	810.00		810.00
Staff Scientist	4	Per Hour	75.00	300.00		300.00
Subtotal						1,110.00
Task #3 - Respond to Questions/Comments from WVDEP Review						
Senior Consultant	4	Per Hour	135.00	540.00		540.00
Staff Scientist	2	Per Hour	75.00	150.00		150.00
Truck Rental (DY)	0.25	Per Day	125.00	31.25		31.25
Subtotal						721.25
Total						\$2,552.50

ATTACHMENT II

CONTINUING SERVICES AGREEMENT



GREENBRIER ENVIRONMENTAL GROUP, INC.
CONTINUING SERVICES AGREEMENT

THIS AGREEMENT is effective on the 15th day of August, 2021, by and between the West Virginia Army National Guard (WVARNG) ("Client") and Greenbrier Environmental Group, Inc. ("GEG") for environmental consulting services that GEG will perform from time to time at Client's written request.

SCOPE OF SERVICES

GEG will provide environmental support services to Client on a non-exclusive basis on the terms and conditions provided in this Agreement and as specifically described in Client's written request for environmental consulting services ("Work"). Client may request Work under this Agreement only in writing, through an activating letter/purchase order signed by one of the following people:

Phillip Emmerth

GEG will begin the Work on the date specified in the activating letter/purchase order unless otherwise mutually agreed.

COMPENSATION

Client agrees to pay GEG for the Work pursuant to Attachment I. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work as provided in Attachment I. Attachment I will continue to be effective until the 25th day of July, 2022. Attachment I illustrates base prices (normal business hours: 8am – 5pm (M-F)) and after-hour prices (5pm – 8am (M-F), weekends and holidays). Subcontracted labor and expenses will be marked up 15%. Thereafter, GEG may increase its fees, provided that increases may not be made more frequently than once each year. GEG will notify Client of any increase in fees 30 days prior to its effective date.

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 GEG will submit invoices to Client monthly with a final invoice on completion of the Work.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.

1.3 If Client fails to pay GEG within sixty (60) days after invoice date, GEG may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to GEG in writing information known to Client regarding existing and proposed conditions of the Site. The information will include, but only as appropriate to the work, reproducible drawings, construction specifications, site plans, topographic and property line surveys, hydrologic data, subsurface conditions at the Site, previous soil data including borings, field or laboratory tests, safety data sheets for any chemical or material which GEG may encounter on site if that chemical or material is one for which the Client or its vendors are required by law to supply a safety data sheet, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site ("Project Information").

2.2 Client will transmit to GEG any updates, revisions, or additions to the Project Information as they become available.

SECTION 3: OWNERSHIP OF DOCUMENTS CONFIDENTIALITY, AND PATENTS AND COPYRIGHTS

3.1 GEG will prepare and deliver to Client certain field notes, reports or drawings as instruments of the professional services performed ("Reports"). All Reports delivered to Client will become the property of Client upon final payment due GEG for the Work. GEG will retain copies of the Reports for its files.

3.2 Client agrees that all Reports furnished to the Client that are not paid for will be returned to GEG upon written demand by GEG and will not be used by Client for any purpose.

3.3 GEG will retain reports and all pertinent records ("Records") relating to the Work for a period of three (3) years after the Report is delivered. During that time, the Reports and Records will be made available to Client during GEG's normal business hours.

3.4 All Reports, Records, and Project Information disclosed or delivered to GEG, or information that GEG uncovers, acquires, or generates in the course of performing the Work will be treated by GEG as confidential information and will not be disclosed or made available to others by GEG without prior consent of Client. The foregoing obligation will not apply to any information that GEG establishes: (a) is already known to GEG at the time of its receipt from Client as shown by GEG's records, (b) is or subsequently becomes available and accessible to the public through no fault of GEG, (c) is disclosed to GEG by a third party on a non-confidential basis, (d) is deemed necessary by GEG to warn of an imminent danger to life or property, or (e) is required to be disclosed pursuant to legal process, subpoena, court order, applicable law, or agency regulation.

SECTION 4: INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1 Client and GEG each agree to indemnify and hold the other (and its officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful misconduct.

4.2 Client and GEG each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of profits) sustained by the other, its successors or assigns.

4.3 Nothing herein will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

4.5 GEG's liability for claims (other than claims covered by GEG's obligation to the Client under Section 5.1) will not exceed payments received from the Client for the Work.

SECTION 5: INSURANCE

GEG will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by GEG under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by GEG, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability and pollution liability coverage in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request. GEG's liability for damages arising from occurrences covered by these policies of insurance will not exceed the coverage provided therein.

SECTION 6: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by GEG.

SECTION 7: SITE LOCATION / ACCESS / PERMITS AND APPROVALS

7.1 Client will delineate to GEG the property lines of the Site.

7.2 Client will provide access to the Site for GEG personnel and equipment as GEG may deem necessary to complete the Work.

7.3 As requested by client, GEG will apply for and obtain permits and approvals necessary for GEG to perform the work; provided, however, nothing herein will be construed or interpreted as requiring GEG to (a) assume the status of generator, storer, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, as amended, or within any state statute governing the treatment, storage, or disposal of waste, or (b) enter into contracts of indemnity or provide any guaranty or warranty to any federal, state, or local government or regulatory agency, or any other third party, with respect to obtaining permits and approvals. Any failure to obtain any permit or approval because GEG elects not to assume such status or enter into such contracts or because any agency refuses to issue any permit or approval properly applied for will not be a breach of this Agreement.

7.4 GEG will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by GEG and that the correction of any damage to property will be undertaken by GEG and billed to Client. In the event of negligence by GEG or its subcontractors resulting in damage to property, GEG will bear the cost of correcting the damage in proportion to its own or its subcontractor's negligence.

SECTION 8: RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties, Client will obtain and provide written right of entry agreements to GEG.

SECTION 9: UTILITIES

GEG will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, GEG may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where GEG has proceeded with reasonable precautions and in reliance on that information.

SECTION 10: DISPOSAL OF MATERIALS

The Work may include coordination by GEG for the lawful disposal of materials such as, but not limited to, samples, drilling cuttings, purge water resulting in the course of the Work, or other materials excavated or otherwise to be removed from the Site. GEG will bill disposal to Client. Client agrees, however, that GEG will not be obligated to execute any documents identifying GEG as the owner or generator of these materials, which status will continue to be held by Client, and Client will cooperate with GEG and execute documents necessary to permit the disposal of the materials.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of GEG including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subcontractors or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party upon seven (7) calendar days written notice. Unless specifically instructed otherwise, upon termination by Client, GEG will continue work under any outstanding activating letters/purchaser orders through completion. If the Work is suspended by Client for more than three (3) months, or if this Agreement is terminated by Client, and GEG is directed to stop Work on an outstanding activating letter/purchase order, GEG may complete analyses that are in progress, and may also complete a summary report on the Work done prior to termination.

12.2 Upon termination, GEG will be paid for services, the completion of any outstanding activating letter/purchase orders, plus reasonable termination expenses, which expenses will include direct costs of completing the analyses, and summary report referred to above.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written

consent of the other party, which consent will not be unreasonably withheld, except GEG may use the services of persons and entities not in its employ when it is customary for GEG to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 14: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.4 All provisions of this Agreement allocating responsibility between Client and GEG will survive the completion of the Work or termination of this Agreement.

14.5 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.4 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

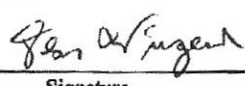
Greenbrier Environmental Group, Inc.

By 
Signature

Audrey S. Sampson
Typed Name

Its Vice President
Title

WVARNG

By 
Signature

Dean Wingard
Typed Name

Its Procurement Analyst
Title

ATTACHMENT I

Fee Schedule

Greenbrier Environmental Group, Inc.
2021 Standard Labor Fee Schedule

	<u>Hourly Rate</u>
Principal Consultant	\$ 165.00
Senior Consultant	\$ 135.00
Senior Project Manager	\$ 105.00
Legal Testimony/Expert Witness	\$ 200.00
Senior Scientist	\$ 95.00
Project Manager	\$ 90.00
Environmental Specialist	\$ 75.00
Senior Technician	\$ 75.00
Staff Scientist	\$ 75.00
GIS/CADD Specialist	\$ 75.00
Senior GIS Specialist	\$ 95.00
Project Specialist	\$ 65.00
Field Technician	\$ 60.00
Project Assistant	\$ 55.00
CADD Operator	\$ 65.00
Clerical	\$ 50.00

Expenses will be billed at cost plus 15% unless otherwise stated in estimate/proposal.
All time over 40 hours per week will be billed at 1.5 times the above unit rates.

Greenbrier Environmental Group, Inc.
2021 Emergency Response Labor Fee Schedule
(After-Hours / Weekend / Holiday)

	<u>Hourly Rate</u>
Senior Consultant (after hrs., wknds, holiday)	\$ 170.00
Senior Project Manager (after hrs., wknds, holiday)	\$ 145.00
Environmental Specialist (after hrs., wknds, holiday)	\$ 100.00
Senior Technician (after hrs., wknds, holiday)	\$ 90.00
Field Technician (after hrs., wknds, holiday)	\$ 75.00

Expenses will be billed at cost plus 15% unless otherwise stated in estimate/proposal.
All time over 40 hours per week will be billed at 1.5 times the above unit rates.

Greenbrier Environmental Group, Inc.
2021 Standard Equipment Fee Schedule

PID	\$	120.00
Water Level Indicator (DY)	\$	30.00
Oil/Water Interface Probe (DY)	\$	70.00
Whale Pump	\$	25.00
Centrifugal Pump (DY)	\$	25.00
Peristaltic Pump (DY)	\$	55.65
Hand Auger (DY)	\$	45.00
1" Bailer (EA)	\$	10.00
2" Bailer (EA)	\$	12.00
4" Bailer (EA)	\$	16.00
Ground Water Sampling Kit (EA)	\$	10.00
Soil Sampling Kit (EA)	\$	12.00
Polyethylene Tubing (20 FT)	\$	7.40
pH / Temp Meter (DY)	\$	20.00
Silicone Tubing (1 FT)	\$	3.55
Tyvek Suit (EA)	\$	17.00
In-line Filter (EA)	\$	25.00
pH / Cond / DO / Temp. Meter (DY)	\$	150.00
Survey Equipment (DY)	\$	55.00
Locks (EA)	\$	16.00
Purge Water Treatment	\$	0.50
Truck Mileage	\$	0.90
Truck Mileage (MI)	\$	0.58
Truck Rental (DY)	\$	125.00
2" Locking Well Cap (EA)	\$	17.60
4" Locking Well Cap (EA)	\$	19.95
Temporary Vapor Pin (EA)	\$	7.80
Utility Trailer (DY)	\$	100.00
Skimming Sock (1.5"x36") (EA)	\$	13.00
Skimming Sock (3"x36") (EA)	\$	14.75
Oil-Only Absorbent Booms (8"x10') (EA)	\$	50.00
Oil-Only Absorbent Booms (5"x10') (EA)	\$	30.00
Oil Dry Pads (20 Pads)	\$	25.00
55-Gallon Drums (EA)	\$	55.00
Soil Vapor Sampling Helium Detector (DY)	\$	55.00
Q-Rae II Quad Meter (H2S, CO2, LEL, O2) (DY)	\$	60.00
Handheld GPS Unit (DY)	\$	35.00
Soil Vapor Sampling Equipment (DY)	\$	50.00
Vapor Pin (Permanent) (EA)	\$	35.00
Trimble GPS Unit (DY)	\$	200.00
Video Camera (DY)	\$	50.00
ATV Rental (DY)	\$	100.00
2-inch ORC-Advanced Sock	\$	75.00
Generator	\$	100.00

Greenbrier Environmental Group, Inc.
2021 Standard Equipment Fee Schedule

UT Thickness Gauge (Per Tank)	\$	200.00
UT Thickness Gauge (Per Day)	\$	300.00
Level C Safety Equipment	\$	110.00
Level D Safety Equipment	\$	85.00
Ladder (DY)	\$	50.00
Drum Vac	\$	150.00
20 CC Syringe w/28 MM x 0.45 UM Filters	\$	15.00
Teflon Tubing (10 FT)	\$	30.00
50-lb Bag-Bentonite (EA)	\$	20.00
50-lb Bag-Absorbent (EA)	\$	20.00
Pressure Washer	\$	50.00
Air Compressor	\$	140.00
Boat Rental	\$	110.00
Hammer Drill/Wet-Dry Vac Bundle	\$	50.00
Lead Dust Wipe Set	\$	0.60
Typhoon Pump	\$	80.00
Sharefile Access (Monthly)	\$	20.00
Aerial Imaging/UAS	\$	150.00
2" Passive Skimmer Rental	\$	300.00

West Virginia Army National Guard
Division of Engineering and Facilities
Environmental Protection Division
1703 Coonskin Drive
Charleston, WV 25311

17 May 2021

Ms. Audrey Sampson
Greenbrier Environmental Group, Inc.
292 Oak Carriage Drive
Lewisburg WV 24901

Subject: UIC Permit Application – Lewisburg Readiness Center

Dear Ms. Sampson:

1.0 - The West Virginia Army National Guard (WVARNG), Environmental Protection Division (Agency) has evaluated the qualifications submitted for the above referenced project. Greenbrier Environmental Group, Inc. (Greenbrier) has been selected as the most highly qualified firm. Enclosed is the Scope of Services for the project. If the Scope of Services is acceptable, the Agency requests a firm-fixed price proposal for each Task.

2.0 - Background: The Lewisburg Readiness Center has had an Underground Injection Control (UIC) permit since 2011. The existing permit was reissued in 2017 and expires on 25 July 2022. There are two (2) injection points (Injection Points # 001 and # 002) for surface runoff to include roof drains, parking lot, yard drains and motor pool area. Runoff at Injection Point # 001 is possibly impacted from runoff from a non-WVARNG facility across the street. The facility is also regulated under WV/NPDES # WV0089010-IU012 (Pretreatment Permit) for the discharge of treated waste water from a fuel point, mobile fuel tanker secondary containment pad and wash pad operations. The Pretreatment Permit is not part of this Scope of Services.

3.0 - Project: In consultation with the Agency, Greenbrier shall;

3.1 – Task # 1 – Site Visit

3.1.1 – Conduct one (1) site visit to the Lewisburg Readiness Center. The site visit will include review of existing information to include but not limited to 2011 and 2017 UIC permits, WVDEP correspondences with Agency, mapping provided by Agency and sampling data provided by Agency. The purpose of the site visit is to provide the AE with an opportunity to review site conditions and meet with Agency representatives. The Deliverable for this Task is the site visit and request for any Agency documents.

3.2 – Task # 2 – UIC Permit Renewal Application

3.2.1 – Complete UIC Application (Application) using forms required by the WVDEP. The Agency has provided prior Applications for informational purposes. The Agency expects any information generated for the Application to be generated/confirmed by Greenbrier. The Agency understands that the existing mapping and/or Agency provided mapping will be acceptable for the Application. The Deliverable for this Task is completed UIC Permit Applications.

3.3 – Task # 3 – Respond to questions/comments from WVDEP review

3.3.1 – Respond to questions/comments during the WVDEP review. Greenbrier in consultation with the Agency, will review the draft(s) UIC Permits. The Agency expects that Greenbrier will provide written responses/comments for Agency consideration. The Agency will be responsible for forwarding any comments to the WVDEP. Additionally, Greenbrier should allow for a site visit with Agency representatives and WVDEP personnel to discuss the Draft UIC Permit. The deliverable for this Task would be a written responses to the draft(s) UIC Permits and a summary report for any WVDEP site visit and on what was discussed and the resolutions, if any.

4.0 – Greenbrier is not responsible for the following: UIC Permit Application fees, Public Notice Fees, publishing of public notice in newspaper, submission of the public notice to the WVDEP and developing the Groundwater Protection Plan and Spill Prevention, Control and Countermeasure Plan.

5.0 – Groundwater Protection Plan (GPP)/Spill Prevention, Control and Countermeasure Plan (SPCC Plan) – The Agency will provide a copy of the GPP and SPCC Plan to Greenbrier.

6.0 – Deliverables

6.1 – Greenbrier will provide a Draft UIC Permit Application for Agency review by 1 October 2021. The Agency will review and provide comments for Greenbrier to incorporate into the Application. Provide one (1) electronic copy of the Draft UIC Permit Application for review.

6.3 – Greenbrier to provide three (3) hard copies of the Final UIC Permit Application by 1 December 2021. Authorized Agency person will sign application. Agency will provide Final signed copy of the Application for Greenbrier information.

7.0 - Payments

7.1 – Greenbrier can invoice monthly for the services rendered during that month. Payment will be made by using the State of WV issued Visa card.

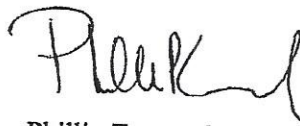
8.0 – Performance Time

8.1 - The Final Application must be ready for Agency signature by 1 December 2021. A Draft Application shall be available for review by the Agency by 1 October 2021.

8.2 – The contract shall extend thru 25 July 2022 to allow time for the WVDEP to review/approve and the Agency/Greenbrier to respond to any comments/questions in the Application.

Please contact the undersigned at 304/201-3529 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Phillip Emmerth', with a stylized, cursive script.

Phillip Emmerth
WVARNG Environmental Compliance Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WEST VIRGINIA INSURANCE AGENCY 151 FEAAMSTER RD LEWISBURG, WV 24901	CONTACT NAME: BLAINE PHILLIPS PHONE (A/C, H/F, Ext): 304-645-4565 E-MAIL: blaine@wvins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INSURANCE PROPERTY & CASUALTY CO INSURER B: STARSTONE SPECIALTY INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25830 44775
INSURED GREENBRIER ENVIRONMENTAL GROUP, INC 292 OAK CARRIAGE DR LEWISBURG, WV 24901		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		R84609021AEM	11/07/20	11/07/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		Q116530361	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per acc ident) \$ PROPERTY DAMAGE (Per acc ident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		R84603201AEM	11/07/2020	11/07/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Q5865191195	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ blaine 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WORKERS COMPENSATION POLICY INCLUDES BROAD FORM ENDORSEMENT, PROVIDING COVERAGE FOR THE WEST VIRGINIA CODE 23-4-2(d) (2(b)) [Mandolidis]

CERTIFICATE HOLDER WV ARMY NATIONAL GUARD 1707 COONSKIN DRIVE CHARLESTON, WV 25311	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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