



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

State of West Virginia
Master Agreement

Order Date: 11-29-2021

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:	CMA 0803 0066 DOT2200000041 1	Procurement Folder:	926836
Document Name:	Highway Pollinator Mitigation Site Development & Maintenance	Reason for Modification:	
Document Description:	Highway Pollinator Mitigation Site Dev & Maintenance		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000163048 ALLSTAR ECOLOGY LLC 1582 MEADOWDALE RD FAIRMONT WV 26554 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov																				
Discount Details:	22 FILE LOCATION																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 12/2/21
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 12/3/21
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 12-3-2021
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Allstar Ecology LLC, agrees to enter with the WV Department of Transportation, WV Division of Highways (WVDOH), into a contract for the Highway Pollinator Mitigation Site Development and Maintenance Initiative for the WVDOH, per the terms, conditions, specifications, bid requirements, Addendum No. 1 dated 9/14/21, Addendum No. 2 dated 9/20/21, Addendum No. 3 dated 9/21/21, the Vendor's bid dated 09/28/2021 incorporated herein and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	70110000			LS	0.000000
Service From		Service To			

Commodity Line Description: Highway Pollinator Mitigation Site Development & Maintenance

Extended Description:

Highway Pollinator Mitigation Site Development & Maintenance 6622C001

See attached pricing pages.

	Document Phase	Document Description	Page 3
DOT2200000041	Draft	Highway Pollinator Mitigation Site Dev & Maintenance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 01/01/2022 and the initial contract term extends until 12/31/2025.

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 three (3) 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 _____
Revised 07/01/2021

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/Award Document 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 of 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.

☒ West Virginia Contractor's License

☒ West Virginia Division of Labor's License for Seeding

☐

☐

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 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: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ 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.

☐☐☐☐

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: 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:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. 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.

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 regarding 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. 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.

39. 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.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

R. Ward, Member
(Name, Title)
Ryan L. Ward, Member
(Printed Name and Title)
1582 Meadowsdale Rd Fairmont, WV 26554
(Address)
304-816-3490 / 866-213-2666
(Phone Number) / (Fax Number)
ryan@allstarecology.com
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

AllStar Ecology LLC
(Company)

R. Ward, Member
(Authorized Signature) (Representative Name, Title)

Ryan L. Ward, Member
(Printed Name and Title of Authorized Representative)

9/20/2021
(Date)

304-816-3490 / 866-213-2666
(Phone Number) / (Fax Number)

REQUEST FOR QUOTATION
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Highway Pollinator Mitigation Site Development and Maintenance Initiative

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish a contract for the Highway Pollinator Mitigation Site Development and Maintenance Initiative for the West Virginia Division of Highways (WVDOH) Technical Support Division, National Environmental Policy Act (NEPA) Compliance and Permitting Section. The awarded contractor will develop and maintain native wildflower plots at designated areas along West Virginia highways as well as establish educational native pollinator gardens at rest areas and welcome centers statewide. The WVDOH pollinator mitigation initiative is a Section 7(a)(1) Program developed in collaboration with the United States Fish and Wildlife Service (USFWS), West Virginia Field Office (WVFO), and the Federal Highway Administration (FHWA); and in partnership with the West Virginia University's (WVU) Extension Services, and the West Virginia Parkways Authority (WVPA) for the strategic and proactive recovery of native pollinators. The Highway Pollinator Mitigation Site Development and Maintenance Initiative will provide food sources and year-round nesting habitat for native pollinators, including threatened and/or endangered species, such as the rusty patched bumblebee, monarch butterfly, and frosted elfin butterfly.

Successful Vendor shall have expertise in establishing and maintaining roadside pollinator plots, and shall provide all materials, equipment, and labor necessary to establish and maintain 80 roadside pollinator areas and 24 educational pollinator gardens statewide. This contract shall be for four years; three-years for the wildflower establishment period and the fourth year shall be for mature site maintenance and training WVDOH crews statewide on the strategic maintenance of the mature pollinator sites.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item(s)"** – Contract Items are identified in Section 3 of this Solicitation.
 - 2.2 **"Pricing Pages"** - The schedule of prices attached hereto as **Attachment A (ATT A)** which will be used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** – The official notice of an opportunity to supply the State with goods and/or services that is published by the Purchasing Division.
 - 2.4 **"WVDOH" or "Agency"**– West Virginia Division of Highways.
 - 2.5 **"EPA"** – United States Environmental Protection Agency. Please reference www.epa.gov.

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- 2.6 **“WVDA”** - West Virginia Department of Agriculture. Please reference www.wvagriculture.org or call 304-558-2209 for additional information.
- 2.7 **“WVDOH” or “Agency”**- the West Virginia Division of Highways Technical Support Division, National Environmental Policy Act Compliance (NEPA) Compliance and Permitting Section. Awarded Vendor may reach the West Virginia Division of Highways Technical Support Division, NEPA Compliance and Permitting Section, by calling (304) 414-6429 or (304) 414-6420.
- 2.8 **“Pollinator” or “Pollinators”** - Native species, such as butterflies, bees, moths, beetles, flies, birds, and bats, that convey pollen from one plant to another to allow plant fertilization. Pollinators are an essential component of a healthy ecosystem and are vital to agriculture.
- 2.9 **“Pollinator Sites”** – The roadside pollinator areas and/or the rest area pollinator educational gardens where native wildflower crops will be established using this contract. All pollinator sites relating to this contract are identified in the **“Highway Pollinator Mitigation Site Development and Maintenance Plots Listing” Exhibit 3 (EXH 3)**.
- 2.10 **“Establishment Period” or “Wildflower Establishment Period”** - The time which it takes wildflowers to naturalize into a self-sustaining crop. For the purposes of this contract, the establishment period begins upon the sowing of seeds and continues through the third growing season.
- 2.11 **“Mature Pollinator Site”** – The successful pollinator sites after the initial establishment period has been completed. A mature pollinator site should be self-sustaining with minimal Vendor or WVDOH intervention.
- 2.12 **“Seed” or “PLS”** - Pure Live Seed. Pure Live Seed is the industry standard language to explain the percentage of seed that has the potential to germinate within a measured one-pound weight of any seed lot.
- 2.13 **“Contractor” or “Vendor”** – interchangeable terms that refer to 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.
- 2.14 **“Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

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- 2.15 “F.O.B Destination” and “Free-on-Board Destination”** – interchangeable terms meaning a Vendor, or its designee, bears the freight charges, owns the goods while in transit, and will deliver goods to the pollinator site via truck/other conveyance without any expense to the purchaser.

3. GENERAL REQUIREMENTS:

3.1 Policy and Regulation Requirements:

- 3.1.1** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **“Standard Specifications Order Form” Attachment B (ATT B)**. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

- 3.1.2** Federal Terms and Conditions shall apply, as applicable, to the administration of this contract. Where any conflict may exist between the Standard Specs or the Contract Specifications and the Federal Terms and Conditions, the Federal Terms and Conditions shall take precedence. Reference **Federal Terms and Conditions, Exhibit 1 (EXH 1)**.

Vendor must complete the **Byrd Anti-Lobbying Amendment Certification Form, Attachment D (ATT D)**, and return signed certification form with their bid. The Vendor’s failure to submit a copy of Byrd Anti-Lobbying Amendment Certification Form (ATT D) shall result in the total disqualification of the Vendor’s bid.

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3.1.3 The West Virginia Parkways Authority (WVPA) requires that Vendor performing work under this contract on any of the six (6) pollinator sites located on the West Virginia Turnpike property adhere to the following sections of the **West Virginia Parkways Authority PL-1-21, Exhibit 2 (EXH 2)**, as amended: 103.7.5 Indemnity, 105.18 Contractor's Parking Access, 105.19 Contractor's Toll Passage, 107.7 Public Convenience and Safety, 636 Maintaining Traffic, and Vendor shall observe Traffic Restrictions for Holidays as detailed in the Special Provision for Section 636.

The Vendor shall contact the WVDOH Technical Support Division, NEPA Compliance and Permitting Section, or their delegate, at least 48 hours in advance of deployment to pollinator sight locations on WVPA property so the WVPA authorities can be notified of Vendor's presence.

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Horticulture Consulting Services, Contract Item A: Horticulture Consulting Services shall consist of the time which the Vendor spends planning pollinator sites. Vendor shall perform an in-person inspection of all sites prior to mobilization. Vendor shall integrate travel expenses relating to these planning services into their Horticulture Consulting Services bid price, as no separate mileage, travel or per diem will be assessed. No more than 104 hours of Horticulture Consulting Services shall be allowed over the life of the contract, including renewals. Horticulture Consulting Services in excess of 104 hours over the life of the contract shall be considered as incidental to the contract.

3.2.2 Vendor's Pollinator Sites Plan: Vendor shall submit with their bid a four-year plan that documents the work necessary, and the timing of all work proposed during the four-year contract period. Vendor's Plan shall be developed with the long-term goal of creating a mostly self-sustaining, diverse, visually appealing pollinator site for years to come serving as both a pollen source as well as year-round habitat for pollinators.

Upon contract award, the WVDOH Technical Support Division, NEPA Compliance and Permitting Section will work with the Vendor to modify the Pollinator Sites Plan, if necessary, to meet WVDOH's needs, as well as to establish an official timeline for work. The Pollinator Sites Plan submitted with the solicitation bid is for informational purposes only.

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The Vendor's Pollinator Sites Plan shall include the following details with their bid:

- Plan for sites preparation & vegetation removal.
- Vegetation competition control plan, including herbicide use and mowing plans.
- **The herbicide Product Trade Name and EPA Registration Number must be provided with plan.**
- Maintenance schedule for the establishment period and long-term recommendations for the mature pollinator sites maintenance.
- Estimated number of maintenance hours per year, for each year of the contract.
- Identify anticipated hardships and potential remedies.
- Training of WVDOH crews for long-term site maintenance.

Vendor's Pollinator Sites Plan is necessary for informational purposes and will not be used for bid evaluation purpose but may become part of the official plan and timeline. Failure to submit Vendor's Pollinator Sites Plan will result in the bid being disqualified.

3.2.3 Pollinator Sites Establishment: WVU Extension Services has assisted with site selections, performing site evaluations, and performing soil testing for all pollinator sites. Any site deemed unsuitable or inaccessible has been relocated to a more suitable location. WVDOH personnel will treat most sites with one to two applications of herbicide spray in the Fall of 2021 in preparation of this project. After contract award, further site preparation and maintenance shall solely be the responsibility of the Vendor. Signs will be provided and installed at each site by WVDOH, or their designee, to identify the pollinator program statewide, and educational signs will be provided and installed by WVDOH, or their designee, at pollinator sites with public access.

The Vendor shall work in an efficient manner in an effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated.

3.2.3.1 Site Installation, Contract Item B: Pollinator Site Installation shall consist of all materials, equipment, applicable permits, and labor needed for the establishment of pollinator sites and shall include, but is not limited to, mowing for competition control and border establishment, sod removal, herbicide application(s), vegetation removal, vegetation disposal, soil preparation, seed installation, overseeding or reseeded if required, and watering when necessary.

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NOTE: Mobilization, Section 3.2.7, and mileage, Section 3.2.8, should not be included in the Pollinator Site Installation bid, as these are separate charges which may be charged for concurrently with Site Installation.

- 3.2.3.2** Seed shall be installed using the No-Till Drill method. Broadcast spreader may be used in addition to No-Till Drill, if necessary.
- 3.2.3.3** Site Installation shall be bid by the acre, rounding to the nearest quarter acre for invoicing purposes. Sites with an overall acreage of less than one half (0.50) of an acre shall be rounded up to a minimum of 0.50 acre for invoicing purposes.

ROUNDING EXAMPLES:

- Pollinator Site A is 2.25 acres; there is no need to round this sites acreage for invoicing purposes.
- Pollinator Site B is 1.17 acres in area; Vendor shall round acreage up to 1.25 acres for invoicing purposes.
- Pollinator Site C is 1.64 acres; Vendor shall round acreage down to 1.50 acres for invoicing purposes.
- Pollinator Site D is 0.31 acres; Vendor shall round acreage up to the 0.50 acre minimum for invoicing purposes.

- 3.2.3.4 “Highway Pollinator Mitigation Site Development and Maintenance Plots Listing”, Exhibit 3 (EXH 3)** identifies all proposed pollinator sites statewide to be established and serviced by this contract. The WVDOH Technical Support Division, NEPA Compliance and Permitting Section, and the awarded Vendor shall collaborate after contract award to establish the order of priority of site installation and official project timeline, as described in Section 3.2.2. Once priority has been established, sites will be installed and maintained in the order of their priority throughout the life of the contract, or until the Highway Pollinator Mitigation Site Development and Maintenance Initiative funding has been exhausted.

If the WVDOH and the Vendor agree to do so, WVDOH may add additional pollinator sites to expand the WVDOH pollinator mitigation initiative at a later date. Such changes would be made by official Change Order.

WVDOH reserves the right to relocate sites proposed on the
“Highway Pollinator Mitigation Site Development and

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Maintenance Plots Listing”, Exhibit 3 (EXH 3), to another acceptable site within the same vicinity, if required due to unforeseen circumstances with the original site plan making it unsuitable as a pollinator site or which pose safety concerns for pollinators, personnel, or the public.

- 3.2.3.5 Path Substrate, Contract Item C.** Sites with public access may include a path through the pollinator site for public viewing. Paths will be defined by a path substrate material, such as mulch, or by an equivalent natural substrate that is suitable for the pollinator environment.

Path Substrate will be subject to vegetation control and maintenance, as necessary. Path Substrate must be safe and shall not pose a risk to WVDOH personnel or equipment, or to bystanders or property.

Pollinator sites identified as those appropriate for a path include, but are not limited to, sites 25, 26, 28, 38, 45, 63, 89, 92, 98, and 101 on **“Highway Pollinator Mitigation Site Development and Maintenance Plots Listing”, Exhibit 3 (EXH 3)**.

- 3.2.3.6 Soil Remediation:** While efforts have been made to ensure that proposed pollinator sites are suitable for wildflower growth, it is possible that some sites may require soil remediation. If the Vendor determines that remediation is necessary, Vendor shall submit a plan for remediation to the WVDOH Technical Support Division, NEPA Compliance and Permitting Section, for approval. Proposed soil remediation plan shall include the reason remediation is necessary, the proposed remediation, and a cost estimate for such remediation. It shall be at the sole discretion of the WVDOH Technical Support Division, NEPA Compliance and Permitting Section, to approve or deny soil remediation plan; or to propose an alternative, as per Section 3.2.3.4.

- 3.2.3.6.1 Simple Soil Remediation, Contract Item D-1,** shall consist of the equipment, materials and labor needed to improve the existing soil quality by adding agricultural amendments or organic materials to the existing soil to achieve a suitable environment for wildflower growth. Simple Soil Remediation shall be bid per site.

- 3.2.3.6.2 Complex Soil Remediation, Contract Item D-2,** shall consist of excavating the existing soil or rock and replacing it with more proper soil or organic material

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needed for the successful growth of selected wildflowers. Complex Soil Remediation shall factor in to the bid price all equipment, mobilization, materials, labor, and excavated soil disposal. Complex Soil Remediation shall be bid per site.

- 3.2.3.6.3** Round-trip mileage to the site may be charged for Soil Remediation; mobilization may not be charged.

3.2.4 Native Wildflower Seed Requirements

3.2.4.1 Seed Requirements

- 3.2.4.1.1** Pure Live Seed (PLS) must be of United States origin. Vendor must comply with the West Virginia Code, Chapter 19, Article 16, Seed Law, as amended, where applicable. The West Virginia Seed law can be referenced at <https://code.wvlegislature.gov/19-16/>.

- 3.2.4.1.2** Vendor shall provide evidence of PLS testing from a government certified testing laboratory obtained within the prior 12-months with their bid.

- 3.2.4.1.3** Vendor shall comply with the West Virginia Division of Labor's established licensing regulations for seeding. Proof of appropriate licensing shall be provided prior to contract award. Vendors may contact the West Virginia Division of Labor at 304-558-7890.

- 3.2.4.2 Wildflower Mixes, Contract Items E-1 through E-4:** The WVU Extension Services and the WVDOH Technical Support Division, NEPA Compliance and Permitting Section have developed the **"Approved WV Native Wildflower Mixes", Exhibit 4 (EXH 4)**. No substitution shall be made to any plant variety listed within the **"Approved WV Native Wildflower Mixes", Exhibit 4 (EXH 4)** without the written consent of the WVDOH Technical Support Division, NEPA Compliance and Permitting Section. Seed shall be installed at the application rates indicated per species on the **"Approved WV Native Wildflower Mixes", Exhibit 4 (EXH 4)**, and acreage shall be rounded as described in Section 3.2.3.3.

A combination of up to four (4) native wildflower seed mixtures may be used in establishing pollinator sites, as follows:

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3.2.4.2.1 High Visual Base Mix, Contract Item E-1: The High Visual Base Mix is the primary mix and shall be used at all highway WVDOH pollinator mitigation sites statewide, as it provides a diverse and resilient base pollinator crop to meet the pollinator mitigation needs of this contract. Typically, highway pollinator sites where the traffic speeds are 60 miles per hour or greater will only need the High Visual Base Mix, except where the Wet Mix Add-on is appropriate.

3.2.4.2.2 Diverse Pollinator Add-On Mix, Contract Item E-2: The Diverse Pollinator Add-On Mix may be used in addition to the High Visual Base Mix and may be used in addition to other Add-On mixes, in areas of highway traffic of less than 60 miles per hour, public viewing areas, and educational pollinator gardens.

3.2.4.2.3 Introduced Annual Add-On Mix, Contract Item E-3: Introduced Annual Add-On Mix may be used in addition to the High Visual Base Mix and may be used in addition to other Add-On mixes, including public viewing areas, welcome centers pollinator sites and rest area pollinator sites.

3.2.4.2.4 Wet Mix Add-On, Contract Item E-4: The Wet Mix Add-On may be used in addition to the High Visual Base Mix for areas where conditions of frequent soil saturation and standing water are known to exist. The Wet Mix Add-On seed mix will only be applied to the portion of the pollinator site requiring mix

3.2.4.2.5 Vendor shall provide on the “Pricing Pages”, **Attachment A (ATT A)** a bid price for the Approved WV Native Wildflower Mixes, **Contract Items E-1 through E-4**, and shall include all species provided for each mixture at the application rate specified on “Approved WV Native Wildflower Mixes”, **Exhibit 4 (EXH 4)**.

3.2.5 Competition Control: Vendor shall prevent competition between unwanted vegetation and the native wildflowers by use of strategic mowing and the selective use of herbicide spray.

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3.2.5.1 Mowing: The Vendor shall be responsible for all mowing services needed within the boundaries of the pollinator site as an instrument to aid in site preparation, vegetation competition control, and to assist in the seed spread of mature plants.

3.2.5.1.1 Mowing performed to prepare the site for planting/seeding shall be considered as Site Preparation, Section 3.2.3.1.

3.2.5.1.2 Mowing performed after the site has been planted/seeded shall be considered Maintenance, Section 3.2.6.

3.2.5.1.3 If mowing is used as a means of vegetation competition control during the first year of wildflower growth, the following practices should be observed:

- Mower blade should be set high enough to mow weeds yet not damage emerging seedlings.
- Mowing should be performed anytime weeds are 12" tall.
- Mowing should be performed anytime the weeds have flowers to prevent those weeds from spreading seeds.

3.2.5.1.4 Mowing shall always be at a slow pace to allow pollinators and wildlife with the opportunity to escape mower.

3.2.5.1.5 Mowing shall be strategically timed during the year to prevent hardship to pollinators as well as to facilitate the spread of mature wildflower seeds.

Established pollinator sites should be mowed in segmented portions which are alternated every 1-2 years to ensure year-round nesting habitat for pollinators.

Vendor shall also consider aesthetics and presence of woody overgrowth within established pollinator sites when selecting portions of sites to mow annually.

3.2.5.1.6 Border: An informal border shall be created by means of mowing to create definition between the pollinator

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site and the surrounding environment as well as to prevent weed encroachment on the pollinator site. The exterior perimeter shall have a mowed border that is a minimum of 24" wide, commencing at the edge of the wildflower plot. Border mowing shall be performed twice each year, during the growing season, by the Vendor for the life of the contract.

3.2.5.1.7 Herbicide Application, Contract Item F: Herbicides selected for use must be applied in accordance with all local, state, and federal regulations. Herbicides applied to sites where pollinators are present must be pollinator safe. Herbicide must be applied in a manner which does not cause harm to emerging seedlings and growing wildflowers.

Vendor shall factor materials, equipment, and labor into their Herbicide Application price. Round-trip mileage to the site may be charged for Herbicide Application; mobilization may not be charged.

3.2.5.1.8 Restricted and Non-Restricted Herbicides: Herbicide products which have been declared RESTRICTED in their use by the EPA must be applied under the supervision of a licensed Herbicide applicator. The WVDOH reserves the right to disallow the use of RESTRICTED Herbicides when non-restricted Herbicides are available to achieve the same objective.

3.2.5.1.9 Herbicide Training and Technical Assistance: Per West Virginia Department of Agriculture (WVDA) requirements, the Vendor must have a representative holding a valid Category 7 certification in West Virginia. In certain circumstances, a restricted reciprocal agreement exists for certification holders in Maryland, Ohio, Virginia, and Pennsylvania. For more information regarding West Virginia's Category 7 certification, please call the WVDA at 304-558-2209.

A copy of the representative's current Category 7 certification for West Virginia or equivalent reciprocal certification agreement must be provided prior to contract award. The

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Vendor's failure to submit a copy of the representative's certification shall result in the total disqualification of the Vendor's bid.

3.2.6 Maintenance

3.2.6.1 Establishment Period Maintenance, Contract Item G-1, shall be for all labor, equipment and supplies needed for the maintenance and vegetation competition control of planted pollinator sites during the establishment period, beginning after the site is planted and continuing through the third year.

Establishment Period Maintenance shall be bid by the hour for time spent performing work on the project site; breaks, travel time to site, and travel time between pollinator sites is not included. Hours shall be rounded to the nearest 15-minute time increment.

Round-trip mileage to the site may be charged for maintenance; mobilization may not be charged.

3.2.6.2 Mature Site Maintenance & WVDOH Training, Contract Item G-2, shall be for all labor, equipment and supplies needed for the maintenance of mature pollinator site as well as the coordination and training of the WVDOH crews, during the fourth year of growth. Mature Site Maintenance & Training shall be bid by the hour for time spent performing work or training; down time, travel time to site, and travel time between pollinator sites is not included. Hours shall be rounded to the nearest 15-minute time increment.

Vendor shall host two (2) in-person training sessions with WVDOH maintenance crews, to be held after the third year of growth. Trainings shall not exceed 2.5 hours per training. Trainings will be held at different locations within West Virginia, one in the northern portion of the state and one in the central or southern portion of the state, to accommodate accessibility to WVDOH maintenance crews. WVDOH shall provide the meeting space at no charge to the Vendor. Training materials or handouts shall be at the expense of the Vendor and shall be considered incidental. Training shall include, but not be limited to, training WVDOH maintenance crews on the long-term maintenance needs of the site, timing of annual mowing to cause least disruption to pollinators; educate crews on strategically rotating the sections of the site to be mowed each year to ensure year-round habitat is sustained, as described in Section 3.2.5.1, as well as the strategic

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timing of mowing for seed dispersal. Vendor should also educate crews on the prevention and intervention of invasive plant species at the site.

Round-trip mileage to the site may be charged for Mature Site Maintenance & Training; mobilization may not be charged.

3.2.6.3 Overseeding or Reseeding: Overseeding or reseeding shall be performed to address thin areas or bare areas that, when left unplanted, could become established with unwanted vegetation, or to improve diversity, or as necessary due to a plant species' failure to germinate or thrive when deemed necessary by both the Vendor and WVDOH. Labor, equipment, and supplies relating to overseeding or reseeding of site shall be considered as Establishment Period Maintenance or as Mature Site Maintenance, depending on the timing of overseeding or reseeding. Seeds shall be charged based on the type of mix selected for overseeding or reseeding. Acreage should be prorated to only include the portion of acreage requiring overseeding or reseeding.

3.2.7 Mobilization, Contract Item H: Mobilization is a lump sum price intended to compensate the Vendor for moving equipment and crews to the project site for Pollinator Site Installation. Mobilization shall not be charged for site maintenance or overseeding or reseeding. Mobilization shall never be charged more than once per pollinator site over the life of the contract.

Mobilization shall only be charged once for deployment to pollinator sites that are within seven miles of another pollinator site; deployments shall be planned to be as efficient as possible. Additional pollinator sites requiring more than seven (7) miles travel between sites shall allow for an additional Mobilization fee to be charged.

3.2.8 Mileage: The WVDOH Technical Support Division, NEPA Compliance and Permitting Section will allow for the reimbursement of mileage for the transport of the Contract Items and any auxiliary vehicles or equipment from the Vendor's base location to the WVDOH Pollinator Site(s). Mileage shall be charged round-trip and shall include travel between pollinator sites. Mileage shall be reimbursed at a rate of \$0.56 per mile. Mileage is not charged per vehicle but rather per deployment for contract services.

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In-state mileage will be determined by utilizing the WVDOH Straight Line Diagrams from the Vendor's base location nearest to the designated pollinator site location(s). Out-of-state mileage will be determined by utilizing "Google Maps" or a similar source for routing to the WV State line at which time the Straight-Line Diagrams will be sourced.

- 3.2.9 Travel:** With the exception of mileage in Section 3.2.8, the Vendor shall be responsible for all travel costs, including travel time and permits, associated with the performance of this contract. No per diem or other reimbursement shall be assessed. Any anticipated travel costs should be integrated into the Vendors hourly rate bids; such costs will not be paid by the WVDOH separately.

4. VENDOR EXPERIENCE

Bidding Vendors must have at least 5 years of experience working professionally with native wildflower plant species and Vendor must have experience establishing a minimum of three (3) native wildflower pollinator sites; experience in highway or roadside pollinator site development is preferred. Vendor shall provide experience and three pollinator site references on the **Vendor Experience Form, Attachment C (ATT C)**.

5. SAFETY

Pandemic-Response Safety Protocols: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH Technical Support Division, NEPA Compliance and Permitting Section or their designee.

6. CONTRACT AWARD:

- 6.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 6.2 "Pricing Pages", Attachment A (ATT A):** Vendor must provide a bid price for all contract items listed on the **Pricing Pages, Attachment A (ATT A)**, as well as the PLS source for plants listed on the **"Approved WV Native Wildflower Mixes", Exhibit 4 (EXH 4)**. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

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Vendor shall complete the Pricing Pages in their entirety and bid all items listed as failure to do so may result in Vendor's bids being disqualified. Vendor shall include their base location on the **Pricing Pages, Attachment A (ATT A)**.

Vendor shall provide a PLS-source for every species of wildflower listed on the **"Approved WV Native Wildflower Mixes", Exhibit 4 (EXH 4)**. Space to list the PLS source, per mix, has been provided on the **Pricing Pages, Attachment A (ATT A)**, below the corresponding seed mix. Failure to provide seed sources shall result in Vendor's bids being disqualified. If additional space is needed to provide the PLS sources, the Vendor may attachment a separate page identifying the PLS source for each seed species.

Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

7. INVOICING AND PAYMENT:

7.1 Invoicing: Upon initiation of contract work, the Vendor shall submit invoices to the WVDOH Technical Support Division, NEPA Compliance and Permitting Section, monthly for payment of work performed. Monthly invoices shall be remitted to:

West Virginia Division of Highways
Technical Support Division
NEPA Compliance and Permitting Section
1334 Smith Street
Charleston, WV 25301

7.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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8. DELIVERY AND RETURN:

- 8.1 Shipment and Delivery:** Vendor shall ship the Contract Items and/or begin work immediately after being awarded this Contract and receiving a notice to proceed from the WVDOT Technical Support Division, NEPA Compliance and Permitting Section.
- 8.2 Delivery Time:** At the time of contract award, the WVDOT and Vendor shall negotiate the work start date and official project timeline, in accordance with Sections 3.2.2 and 3.2.3.4. Any changes resulting in a delay to the agreed upon work start date, site installations, and/or official timeline must be communicated by the Vendor in writing to the WVDOT Technical Support Division, NEPA Compliance and Permitting Section or their designee.
- 8.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items/work will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items/work from a third party.
Any Agency seeking to obtain the Contract Items/work from a third party under this provision must first obtain approval of the Purchasing Division.
- 8.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOT Technical Support Division, NEPA Compliance and Permitting Section or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOT, Vendor, or general public, work shall be suspended. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOT. After a weather-related suspension of work, the WVDOT Technical Support Division, NEPA Compliance and Permitting Section or their designee shall determine and convey in writing, such timeline changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.2 of this Contract Solicitation.
- 8.5 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOT in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOT shall calculate Liquidated Damages in the amount of \$1,000 per day, beginning on day one after the WVDOT's specified official timeline due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.

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- 8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 8.7 Project Acceptance Criteria:** The WVDOH Technical Support Division, NEPA Compliance and Permitting Section, or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH Technical Support Division, NEPA Compliance and Permitting Section or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH Technical Support Division, NEPA Compliance and Permitting Section or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH Technical Support Division, NEPA Compliance and Permitting Section or their designee, and may be subject to Liquidated Damages as per Section 8.5 of these Contract Specifications.

9. VENDOR DEFAULT:

- 9.1** The following shall be considered a vendor default under this Contract.
- 9.1.1** Failure to provide Contract Items/work in accordance with the requirements contained herein.
 - 9.1.2** Failure to comply with other specifications and requirements contained herein.
 - 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4** Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
- 9.2.1** Immediate cancellation of the Contract.
 - 9.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3** Any other remedies available in law or equity.

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10. MISCELLANEOUS:

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Reports:** Vendor shall provide semi-annual reports which shall include planted acreage amounts, descriptions of site progress, areas of concern, and pollinator site photographs of each site during peak growth. Annual summaries to the WVDOH Technical Support Division, NEPA Compliance and Permitting Section, showing the type and quantity of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports to the WVDOH Operations Division and/or the West Virginia Purchasing, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. **Failure to supply such reports may be grounds for cancellation of this Contract.**
- 10.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 926836

Doc Description: Addendum No.3 Highway Pollinator Mitigation Site Dev & Main

Reason for Modification:

Addendum No. 3

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-09-21	2021-09-28 13:30	CRFQ 0803 DOT2200000040	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 3 - To provide responses to vendor questions. See attached document.

The bid opening remains on 09/28/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Highway Pollinator Mitigation Site Development & Maintenance	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
70110000			

Extended Description:

Highway Pollinator Mitigation Site Development & Maintenance 6622C001

See attached pricing pages.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 4:00 pm	2021-09-16

SOLICITATION NUMBER: CRFQ DOT2200000040

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000040 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening remains on 09/28/2021 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT22*40

ADDENDUM NO. 3

QUESTIONS:

Q1: Can Maintenance Barn/Shops be utilized to temporarily store equipment?

A1: Temporary storage space may be available on WVDOH sites on a case-by-case basis, depending upon availability of space.

Q1a: If so, are these locked and secured?

A1a: WVDOH equipment storage sites are typically secured, however WVDOH cannot guarantee that Vendor's equipment will be secured.

WVDOH does not assume any liability for damage or theft of Vendors equipment while on WVDOH property.

Q2: Are we able to get water from these state barns/Shops?

A2: The Vendor shall be responsible for making arrangements to obtain a clean water source outside of the WVDOH's right-of-way for mixing herbicides or for filling water trucks, etc.

For mixing herbicides, the Vendor shall verify that water quality and characteristics meet the manufacturer's recommendations for the herbicides being sprayed. The Vendor shall be responsible for making arrangements for a suitable mixing location in compliance with all state and federal regulations. Mixing at any WVDOH facility is strictly prohibited.

Q3: Will no loaded mileage rate be used, only unloaded mileage rate of 0.56?

A3: This contract observes a flat mileage reimbursement rate of \$0.56 per mile and does not distinguish between a loaded and an unloaded mile. Vendors should build anticipated expenses relating to moving equipment to project sites into their Mobilization bid price, Contract Item H.

Q4: The RFQ made reference to additional information being included with the RFQ but no supporting docs can be found in the RFQ or within OASIS? Could you provide the additional information mentioned if available?

A4: The attachments and exhibits listed below accompany this solicitation. For this solicitation, all attachments and exhibits were grouped into one document in wvOASIS, rather than uploaded separately.

Within the PDF document titled CRFQ DOT22_40 Solicitation Documents you will find the following Attachments and Exhibits, along with their page location within the above referenced PDF document.

- Attachment A (ATT A), Pricing Pages (page 43)
- Attachment B (ATT B), Standard Specifications Order Form (page 45)
- Attachment C (ATT C), Vendor Experience Form (page 47)
- Attachment D (ATT D), Byrd Anti-Lobbying Amendment Certification Form (page 49)
- Exhibit 1 (EXH 1), Page 51, Federal Terms and Conditions (page 51-55)

- Exhibit 2 (EXH 2), Page 57 West Virginia Parkways Authority PL-1-21 (pages 57-68)
- Exhibit 3 (EXH 3), Highway Pollinator Mitigation Site Development and Maintenance Plot Listing (pages 70-187)
- Exhibit 4 (EXH 4), Approved WV Native Wildflower Mixes (pages 180-182)

- Q5: Are we as the bidding contractor to select the area to be planted within the highway corridors or have they already been chosen?
- A5: The WVDOH and West Virginia University Extension Services have pre-selected the pollinator sites to be planted. Please reference Exhibit 3 (EXH 3), Highway Pollinator Mitigation Site Development and Maintenance Plot Listing (pdf pages 70-187).
- Q6: If the sites have been chosen can those be provided to us in a shape file or map and can the acreages be provided for cost estimates for the bid?
- A6: Exhibit 3 (EXH 3), Highway Pollinator Mitigation Site Development and Maintenance Plot Listing details the coordinates of each site, the acreage of each site, and provides an aerial map outlining each site shape and location. You can locate Exhibit 3 (EXH 3) Highway Pollinator Mitigation Site Development and Maintenance Plot Listing on pages 70-187 of the wvOASIS document CRFQ DOT22_40 Solicitation Documents.
- Q7: What permits have been acquired by WVDOH and which still need to be acquired by the contractor?
- A7: Any permits required, such as hauling permits, are the responsibility of the Vendor. These sights are all on WVDOH or WV Turnpike right-of-way property and we are not aware of permits needed to access these project sites.
- Q8: Does the contractor need the WVDOL License for Seeding at the time of bid submittal?
- A8: No, the WVDOL License for seeding (aka Specialty Contractor Licensure) does not have to be obtained prior to submitting the bid, but will be required prior to Contract Award.
- Q9: Is the WVDOL License for Hydroseeding necessary if the use of hydroseed is not intended as stated in 3.2.4.1.3 of the RFQ?
- A9: The West Virginia Division of Labor Specialty Contractor Licensure for seeding is required regardless of the type of seed used. Any questions regarding this licensure should be directed to the West Virginia Division of Labor at 304-558-7890.
- Q10: Can the results of soil testing be provided?
- A10: Soil test results are still being processed and will be provided to the awarded vendor upon contract award, or shortly thereafter.
- Q11: Is this project subject to prevailing or Davis-Bacon wage rates? If so, can the classifications be provided?
- A11: Yes, because this project utilizes federal funding, it is subject to Davis-Bacon wage rates. Additional information can be found in Exhibit 1 (EXH 1) Federal Terms and Conditions and at the United States Department of Labor's website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>.

- Q12: Should areas under existing trees be broadcast spread?
- A12: There are very few trees in the selected plots. Where trees do exist, the area around the tree should be seeded by broadcast spreader. With WVDOH NEPA Compliance Section approval, site plot shape may be able to be adjusted to avoid trees when located near the perimeter of the plot.
- Q13: Which sites will be treated by DOH this fall?
- A13: All of the pollinator sites will be treated at least once with herbicide spray this fall.
- Q14: Can private lab testing be substituted for government testing of PLS Seed?
- A14: The laboratory testing PLS must be a government certified testing laboratory, as per Section 3.2.4.1.2 of the Specifications. If the private laboratory has been government certified to test PLS, it may be used.
- Q15: Is this project subject to prevailing or Davis-Bacon wage rates? If so, can classifications be provided?
- A15: See Question/Response No. 11 above.
- Q16: In addition to the licenses listed in section 7 of the Terms and Conditions, the Category 7 certification required as part of section 3.2.5.1.9 of the specifications, and the government certified PLS test, will the Contractor be expected to present or procure any additional licenses, certifications, and/or permits?
- A16: We are not aware of anything beyond what is listed in the Terms & Conditions and the Contract Specifications. Permits are addressed in Question/Response No. 7 above.
- Q17: Should it be the expectation of the Contractor that project areas will be generally clear of trees, shrubs, or other woody stems, with exception to a few large, mature trees as seen from aerial imagery?
- A17: Yes.
- Q18: Is it acceptable to substitute drill seeding with other seed installation techniques, such as broadcast spreading, when working under/around large trees?
- A18: See Question/Response No. 12 above.
- Q19: Section 3.2.3 of the Specifications states that WVDOH personnel will treat most sites with one or two applications of herbicide spray this fall. How many sites are anticipated to not receive at least one treatment and have these sites been identified?
- A19: See Question/Response No. 13 above.
- Q20: If PLS tests conducted by a government certified laboratory cannot be procured by bid submission, would The West Virginia Purchasing Division be open to granting the awardee time to send samples to a government certified laboratory and procure results, or would the proposal be disqualified?
- A20: No, the Contract Specifications Section 3.2.4.1.2 clarify that the PLS testing must be submitted with the bid. If not received with the bid, the bid will be disqualified.

- Q21: Should an estimated mileage per deployment for Contract Services be included in the proposal?
- A21: The proposal should emphasize the horticultural plan for the sites.
- Q22: Is there a preferred material for the viewing pathways? Separately, do the viewing pathways need to be ADA accessible?
- A22: Substrate material is specified in Section 3.2.3.5. There is no anticipation of ADA accessibility on substrate pathways.
- Q23: Is it anticipated that parking and access will occur from entrance/exit ramps and welcome center parking lots for the sites that are associated with those features?
- A23: For the viewing public, yes. The Vendor may, however, access the sites from the most practical point.
- Q24: Are there any specific safety trainings that employees of the contractor will have to complete prior to working on the sites?
- A24: Not other than those referenced in Section 3.1.1.
- Q25: For the interchange sites that are located across the highways from each other (I.e. EB and WB sides) is the machinery able to be driven and/or tracked on the over passes as long as they of rubber drive material and do not exceed any posted weight limits?
- A25: Yes.
- Q26: Are there any SBE or DBE or MBE participation goals?
- A26: No specific participation goals. Additional information of potential relevance may be found in Section 16 of the Instructions to Vendors Submitting Bids portion of the CRFQ documentation.
- Q27: How detailed does the schedule of activities in the proposed schedule need to be? Down to the day, week, month, quarter?
- A27: The level of detail within the bid is at the vendor's discretion. While the proposed schedule is required, it is not used to evaluate bids for the purpose of award.
- Q28: Is all the seed installation expected to occur in the Spring of 2022, or can some installation be performed in the fall of 2022 in instances where more extensive site preparation will be required?
- A28: We are hopeful to have all sites planted in the Spring of 2022, however, we are cognizant of the efforts needed to prepare and install 104 sites,
- Q29: Can we submit via mail and/or wvOasis? There seemed to be some conflicting information in the RFQ.
- A29: Please see Section 6 – BID SUBMISSION in the CRFQ documentation. Bids may be sent electronically through wvOASIS, hand delivery or delivery by courier to the Purchasing Division located at 2019 Washington Street, East Charleston, WV 25305, or by facsimile at 304-558-3970. If faxing your bid, ALL pages of your bid submission MUST be received prior to the bid opening date and time. If your bid is still transmitting at 1:31 pm on the day of bid opening, your bid WILL be considered late and will be disqualified. The Purchasing Division will not accept bids via e-mail.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000040

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
Attachment A (ATT A) PRICING PAGES
CRFQ DOT22-40**

VENDOR INSTRUCTIONS: Please enter a bid price for all items listed below. Contract Items E-1 through E-4 shall be bid per the sum of all species within the APPROVED WV NATIVE WILDFLOWER MIXES, EXHIBIT 4 (EXH 4), at the Application Rate specified in Exhibit 4 for each plant species. Provide the seed source for each mix. If additional space is necessary for Seed Sources - Please list on a separate page and submit with your bid. Contractor shall be awarded to the low bid Vendor based on the total extended price, who meets all requirements of the contract specifications.

Failure to bid all items shall result in the disqualification of the bid.
Failure to provide a seed source will result in disqualification of bid.

Vendor Name: Alister Ecology LLC
Vendors Base Location(s): 1582 Meadowdale Rd
Fairmont WV 26554

Item #	Estimate*	Description	Unit	Extended Price
A	104	Horticulture Consulting Services	Hours	65
B	147	Pollinator Site Installation	Acre	195
C	260	Path Substrate	Cubic Yard	65
D-1	15	Simple Soil Remediation	Site	2000
D-2	10	Complex Soil Remediation	Site	35000
F	200	Herbicide Treatment	Acre	3000 180
G-1	1200	Maintenance - Establishment Period (Year 0 Through Year 3)	Hour	55
G-2	250	Mature Site Maintenance & WYDOH Training (Years 4+)	Hour	55
H	75	Mobilization	Lump Sum	850.00

NOTE: Mileage will be reimbursed at the rate of \$0.56 per mile, round-trip, as per Section 3.2.8 of the Contract Specifications.

SEED MIXTURES AND SOURCES***

Item #	Estimate*	Description	Unit	Extended Price
E-1	165	High Visual Base Mix	Per Acre**	685
E-1 SEED SOURCE(S):		<u>East Seed</u>		
E-2	18	Diverse Pollinator Add-On Mix	Per Acre**	
E-2 SEED SOURCE(S):		<u>East Seed</u>		410
E-3	27	Introduced Annual Add-On Mix	Per Acre**	
E-3 SEED SOURCE(S):		<u>East Seed</u>		120
E-4	7	Wet Mix Add-On Mix	Per Acre**	
E-4 SEED SOURCE(S):		<u>East Seed</u>		315

TOTAL OVERALL COST \$9405

*Estimated quantities listed in this Solicitation are statewide approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered during the term of the contract, whether more or less than the quantities shown. There is no guarantee of purchase of any items on this Pricing Page.
**Reference Exhibit 4 (EXH 4) "Approved WV Native Wildflower Mixes" for application rates for each species of PLS for every one acre installed.
***Seed Sources must meet requirements of Section 3.2.4. If additional space is needed to provide Seed sources, please list on a separate sheet of paper and include information with your pricing pages.

Highway Pollinator Mitigation Site Development and Maintenance Initiative

ATTACHMENT C (ATT C) VENDOR EXPERIENCE FORM

VENDOR INSTRUCTIONS: Please provide information requested in the fields below, and submit this form with your bid, including all other documentation specified below and in the contract specifications. Failure to complete sections I and II below or failure to provide ATT C with your bid submission will result in the disqualification of your bid.

Vendor's Name: All Star Ecology LLC

- I. **Years' Experience:** Please provide the number of years of experience your business has had working professionally with native wildflowers: *

10 Years

- II. **Pollinator Site References:** Please provide three (3) native wildflower pollinator sites your business has established along with the site owners contact information:

Site Name, Owner, Phone Number	Location	Year Established
1 Mon Site Don Ludwig (NRC's contact) 717-257-2256	Chostar, PA	2020
2 Pleasant Hills Arboretum Greg Smith 412-881-5434	149. W Bruceton St. Pittsburgh PA 15236	2021
3 Tinnell Property Robert Tinnell 323-229-9466	2161 Beaver Hollow Rd. Bruceton Mills	2021

- III. **Additional Information:** Please provide a brief description of experience that is relevant to this contract. This description is not required for the bid evaluation but is requested to inform WVDOH on Vendor's qualifications and expertise relevant to pollinator mitigation. If you need additional space, please include additional pages.

See Attached Past Work experience in Appendix B.

Highway Pollinator Mitigation Site Development and Maintenance Initiative
ATTACHMENT D (ATT D) BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] All Star Ecology LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] All Star Ecology LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

[Signature]
Signature of Contractor's Authorized Official

Ryan L. Walsh, Manager
Name and Title of Contractor's Authorized Official

9/28/2021
Date

EXHIBIT 1

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 1 (EXH 1) Federal Terms and Conditions**

Code of Federal Regulations

Title 23, Chapter 1, Subchapter H, Part 752.4 Landscape development.

(a) Landscape development, *which includes landscaping projects and other highway planting programs* within the right-of-way of all federally funded highways or on adjoining scenic lands, shall be in general conformity with accepted concepts and principles of highway landscaping and environmental design.

(b) *Landscape development* should have provisions for plant establishment periods of a duration sufficient for expected survival in the highway environment. Normal 1-year plant establishment periods may be extended to 3-year periods where survival is considered essential to their function, such as junkyard screening or urban landscaping projects.

(c) In urban areas new and major reconstructed highways and completed Interstate and expressway sections are to be landscaped as appropriate for the adjacent existing or planned environment.

(d) In rural areas new and major reconstructed highways should be landscaped as appropriate for the adjacent environment. Planning should include the opportunity for natural regeneration of native growth and the management of that growth.

(e) Landscaping projects shall include the planting of native wildflower seeds or seedlings or both, unless a waiver is granted as provided in §752.11(b).

[43 FR 19390, May 5, 1978, as amended at 52 FR 34638, Sept. 14, 1987]

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 1 (EXH 1) Federal Terms and Conditions**

Code of Federal Regulations

Title 23, Chapter 1, Subchapter H, Part 752.11 Federal participation.

(a) Federal-aid highway funds, but generally excluding Interstate construction funds, are available for landscape development; for the acquisition and development of safety rest areas, scenic overlooks, and scenic lands; for the development of information centers and systems; and for the removal of abandoned motor vehicles.

(b) Federal-aid highway funds may participate in any landscaping project undertaken pursuant to paragraph (a) of this section provided that at least one-quarter of one percent of funds expended for such landscaping project is used to plant native wildflower seeds or seedlings or both. The Administrator may, upon the request of a State highway agency, grant a waiver to this requirement provided the State certifies that:

- (1) Native wildflowers or seedlings cannot be grown satisfactorily; or
- (2) There is a scarcity of available planting areas; or
- (3) The available planting areas will be used for agricultural purposes.

(c) Subject to the requirement of paragraph (b) of this section, Federal-aid highway funds may participate in plant establishment periods in or associated with landscape development.

(d) Notwithstanding the provisions of paragraph (b) of this section, Federal-aid highway funds may participate in the planting of flowering materials, including native wildflowers, donated by garden clubs and other organizations or individuals.

(e) The value of donated plant materials shall not count toward the one-quarter of one percent minimum expenditure required by paragraph (b) of this section.

(f) Federal-aid funds may not be used for assemblage, printing, or distribution of information materials; for temporary or portable information facilities; or for installation, operation, or maintenance of vending machines.

[52 FR 34638, Sept. 14, 1987]

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 1 (EXH 1) Federal Terms and Conditions**

Code of Federal Regulations

**Title 2, Part 200, Appendix II - Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 1 (EXH 1) Federal Terms and Conditions**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 1 (EXH 1) Federal Terms and Conditions**

(J) Procurement of Recovered Materials (§ 200.323) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§ 200.216) – Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(L) Domestic Preferences for Procurements (§ 200.322) – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

EXHIBIT 2

Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 2 (EXH 2) West Virginia Parkways Authority PL-1-21
WEST VIRGINIA PARKWAYS AUTHORITY
PL-1-21

SECTION 103 – AWARD AND EXECUTION OF CONTRACTS

103.2 Award of Contract

Delete the contents of 103.2 and replace with the following:

The Authority will award a contract within thirty (30) days of the bid opening for said Contract. If a Contract is not awarded within this time period, the Bidder shall have the right to withdraw the Bidder's Bid for the Contract without penalty or prejudice, unless the award date is extended by mutual consent.

The Authority agrees that Award of Contract, if made, will be determined without discrimination on the ground of race, creed, color, sex or national origin.

103.6 Insurance Requirements

Add the following.

103.6.6 General

The Contractor shall procure and maintain at his own expense, until acceptance by the Authority of the Project, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts herein provided, with insurance companies authorized to do business in the State. Before commencing the work, certificates of insurance together with declaration pages in satisfactory form shall be submitted to the Authority showing that he and all of his subcontractors have complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days notice has been given to the Authority. All certificates and notices of cancellation or change shall be mailed to Jeffrey A. Miller, Executive Director, WV Parkways Authority, P.O. Box 1469, Charleston, WV 25325. Upon request, the Contractor shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under any other provision of this Contract or otherwise in law.

The above required CGL Insurance shall name as additional insureds the WVPA, the Engineer and his consultants and each of their officers, agents, and employees.

The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations and Independent Contractors.

103.7 Special Insurance

103.7.1 Marine Liability Insurance

The Contractor and/or Subcontractors engaged in marine operations must obtain "Primary Protection and Indemnity Insurance" with the limit of liability clause to be \$1,000,000 single limit for each occurrence.

103.7.2 Worker's Compensation and Employers Liability Insurance

The Contractor shall provide:

1. Worker's Compensation Insurance – In accordance with the requirements of the laws of the State of West Virginia and shall include an all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction.
2. Employers Liability Insurance – Limit of not less than \$1,000,000 for each accident.

103.7.3 Excess Protection and Indemnity

This insurance shall have a minimum limit of \$1,000,000.

103.7.4 Umbrella Liability

This insurance shall have a minimum limit of \$1,000,000. The above required Umbrella Liability Insurance shall name as additional insured the WVPA, the Engineer and his consultants and each of their officers, agents, and employees.

103.7.5 Indemnity

To the fullest extent permitted by Law and Regulations, Contractor shall defend, indemnify and hold harmless the WVPA, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work; provided that such claim, cost, loss or damage: (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (II) is caused in whole or in part by any negligent act or omission of Contractor, Subcontractor, Supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Law or Regulations regardless of the negligence of such person or entity. Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Contractor or organization to whom the Contractor is legally liable.

103.10 Preconstruction Conference

Delete this subsection. Substitute the following:

The preconstruction conference will be scheduled at a mutually agreed time as soon as possible after the award of the Contract. It will be held at the WVPA Headquarters at 3310 Piedmont Road. The Contractor, his superintendent or an agent authorized to sign the Contract Documents shall be present at the conference. The Contractor shall present the following items:

- | | |
|---|---|
| 1. Contract Bond | 10. List of Contractor's Key Personnel |
| 2. Insurance Certificate(s) | 11. Safety Plan |
| 3. Progress Schedule and Operation Plan | 12. West Virginia Jobs Act Action Plan |
| 4. List of Material Supplier(s) | 13. Traffic Certification |
| 5. West Virginia Workers Compensation Certificate | 14. Superintendent's Qualifications |
| 6. WVDOH Pre-Qualification Certificate | 15. MOT Subcontractor(s) Superintendent |
| 7. List of Subcontractor(s) | 16. Contract (Signed by the Contractor) |
| 8. Quality Control Plan(s) | 17. West Virginia Ethics Commission-Disclosure of Interested Parties to Contracts |
| 9. Pollution Control Plan(s) | |

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The Contractor shall submit a progress schedule using the Bar Chart, Gant Chart, or Critical Path Method (CPM) format. As a minimum, the schedule shall include:

- The duration of activities.
- The interrelationship of critical activities.
- Submission of design mixes.
- Maintenance of traffic changes
- Any temporary work necessary to complete project.
- An easily distinguishable critical path.
- Final completion by the date specified in the contract (for fixed date contracts) or by the completion date determined by contract duration and NTP.

SECTION 105 – CONTROL OF WORK

105.2 Plans and Working Drawings

The seventh paragraph of this Section is deleted and the following substituted therefore:

The Contractor shall submit seven (7) prints (on white background) of each working drawing to the Engineer for review sufficiently in advance of the time when the related materials must be ordered and/or related work begun, to allow for the Engineer's review and for possible corrections and resubmissions by the Contractor. Materials ordered and work begun before the governing working drawings are completely approved shall be at the sole risk and expense of the Contractor. Upon completion of review, one print of each working drawing will be returned to the Contractor either marked approved or bearing the reasons for rejection. Unapproved drawings shall be corrected and resubmitted (in quintuplicate) as often as necessary until approved. Working drawings shall be uniform in size and of the same dimensions as the Contract Plans. Each drawing shall state in the title box the name of the Project, Contract number, drawing title and number, revisions number and date, scale(s), and names of Contractor and Subcontractor (if any). A space approximately three (3) inches by four (4) inches shall be left clear adjacent to the title box for stamping purposes.

Upon return of a working drawing print marked "No Exception Taken", the Contractor shall forward seven (7) additional prints to the Engineer for record and construction purposes. Upon completion of all work, the original tracings suitable for reproduction of every working drawing shall be forwarded to the Engineer. If the tracing is not drawn in ink on film, the Contractor shall reproduce the original by means of an approved process which will simulate ink on film.

105.5 Cooperation of Contractor

Add the following sentence:

The Contractor shall obtain from the WVDOT, at the Contractor's expense, all necessary copies of the West Virginia Department of Transportation (WVDOT) Road and Bridges Specifications and Standard Drawings.

105.17 Submission and Disposition of Claims

The first paragraph of this section is deleted and the following substituted therefore:

Early or prior knowledge by the Authority of an existing or impending claim for damages might alter the plans, scheduling and other actions of the Authority or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing (1) the act of omission or commission by the Authority or its agents that allegedly caused damage to the Contractor and (2) the nature of the claimed damage, must be submitted to the Engineer at the time of occurrence or beginning of the work upon which the claim and subsequent action is base. If such damage is deemed certain in the opinion of the Contractor to result from the Contractor's acting upon an order emanating from the Engineer, the Contractor shall take written exception to such order immediately. Submission of notice of claim as specified shall be mandatory, failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Mere oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Authority's investigation of the pertinent facts. At the time of occurrence or prior to beginning the work, the Contractor shall furnish the Engineer with an itemized list of equipment, labor and materials for which additional compensation will be claimed. The Contractor shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except to the extent that it is substantiated by Authority records. The filing of such notice by the Contractor and the keeping of cost records by the Engineer shall in no way be construed to establish validity of the claim. In the event the Contractor's claim contains Contractor-furnished data which cannot be verified from the Authority's project record, such data shall be subject to complete audit by the Authority or its authorized representative if it is to be used as a basis for claim settlement.

105.18 Contractor's Parking Access

Add the following:

Use of the Turnpike shoulders or roadway for parking vehicles or equipment will not be permitted. Contractor's vehicles and equipment needed at the site shall be parked only in

the Contractor's work areas. The Authority will make designated areas located on Turnpike property available for parking for the Contractor's employees and other vehicles and equipment not in use, provided that areas are restored to their original condition upon completion of the work.

All employees' and Contractors' vehicles and equipment not needed in the execution of the work shall be parked in these designated areas.

Tracking of mud and debris onto the Turnpike will not be permitted.

U-turns will not be permitted. This is a traffic violation and tickets will be issued.

105.19 Contractor's Toll Passage

The Contractor shall be responsible for payment of tolls.

105.20 Material Acceptance

In general, the materials that are covered by the Highway Specifications for this project will be tested and accepted in accordance with the West Virginia Department of Transportation Standard Specifications Road and Bridges, Adopted 2017, and the latest adopted Supplemental Specifications, the Plans and these Special Provisions.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.7 Public Convenience and Safety

Add the following after the last paragraph:

All workmen at the construction site whether employed by the Contractor or others shall wear safety vests of approved color at all times. There are no exceptions; this includes truck drivers, delivery men, etc. The Contractor shall have a ready supply of vests at all times and issue as required to conform to these requirements.

The Contractor shall be solely responsible for the enforcement of these requirements and shall promptly remove any person that refuses to wear an approved vest on Turnpike Property.

107.14 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

“The Contractor shall indemnify and save harmless the Trustee, the Authority, the Engineer and its employees”.

SECTION 636 - MAINTAINING TRAFFIC

636.11 Flagger – Traffic Director

All flaggers shall be furnished by the Contractor, and it shall be the Contractor's responsibility to provide flaggers at any location necessary to assure the safety of the traveling public, when more than two (2) flaggers are required, as a result of operations considered reasonable and necessary by the Engineer to complete the project, payment will be made for the additional flaggers.

Only flaggers used to direct or control traffic through the work area have been included in this project. Flaggers used for the convenience of the Contractor during his construction operations shall be at his own expense.

All flaggers must have a current and valid certification by the American Traffic Safety Services Association (ATSSA) at the time of work.

Two (2) flaggers are required per lane closure. The flaggers shall be located per the Authority's "Representative". One (1) flagger is to be positioned in accordance with the Manual, while the other is to continually move with stopping traffic. Flaggers shall be positioned prior to Traffic Control Strategies being implemented. Flaggers shall be equipped with 2-way radios for communication at all times.

Locations where the flaggers are located shall be illuminated in such a manner that the flaggers are visible at all times to the traveling motorists.

In accordance with Title 23 CFR all workers at construction sites shall wear high-visibility safety apparel that meets the Performance Class 3 requirements of the ANSI/ISEA 107-2004 or "equivalent revisions" of publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear." This apparel may be in the form of a safety vest, jacket, coveralls or T-shirt and the approved colors are chartreuse (lime-green) outer material with silver or white retro-reflective striping.

There are no exceptions; "worker" is defined as all persons within a traffic control zone and/or anyone exposed to risks of moving traffic or construction equipment.

The Contractor shall have a ready supply of vests at all times and issue as warranted to conform to these requirements.

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A Traffic Director is required anytime there is a mainline lane closure. For simultaneous lane closures, one (1) Traffic Director is required per closure. The Traffic Director shall be positioned prior to Traffic Control Strategies being implemented. The Traffic Director shall be an off-duty state police officer. The Traffic Director shall have all the necessary equipment including uniform and a properly identified police vehicle so that the public recognizes the law enforcement power of the individual. The Contractor shall provide the traffic director.

To obtain these services you need to write a letter to the Superintendent of the State Police requesting approval for Extraordinary Police Service for Maintenance of Traffic on the West Virginia Turnpike. You will be charged by the State Police for providing the trooper, vehicle, etc. For additional information contact Judy Sanders (304) 746-2280.

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WEST VIRGINIA PARKWAYS AUTHORITY
SPECIAL PROVISION FOR
SECTION 636 - MAINTAINING TRAFFIC

636.6.2 Shadow Vehicle

Add the following:

<u>Material</u>	<u>Subsection</u>
Truck Mounted Attenuator	715.41.3

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WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

SECTION 636 - TRAFFIC RESTRICTIONS FOR HOLIDAYS

Clear Zone Non-Work Day – Non work days within the Clear Zone shall be all holiday periods as follows:

New Years
Easter Day
Memorial Day
4th of July
Labor Day
Thanksgiving
Christmas

HOLIDAY DAY OF WEEK	NON-WORK DAYS*
Monday	Friday, Saturday, Sunday, Monday, Tuesday
Tuesday	Saturday, Sunday, Monday, Tuesday, Wednesday
Wednesday	Tuesday, Wednesday, Thursday
Thursday	Wednesday, Thursday, Friday, Saturday, Sunday
Friday	Thursday, Friday, Saturday, Sunday, Monday
Saturday	Friday, Saturday, Sunday, Monday
Sunday	Friday, Saturday, Sunday, Monday

No work within the clear zone shall be performed during the entire week of and the Monday following the Thanksgiving Holiday and the days between Christmas and New Years Day.

*The non-work period, as shown above in the table, starts at 7am on the first day of the restricted period and ends at 7 pm on the last day of the restricted period.

EXHIBIT 3

Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 3 (EXH 3) HIGHWAY POLLINATOR MITIGATION SITE DEVELOPMENT AND MAINTENANCE PLOT LISTING

Site #	District	Site Name	Pathway	Turnpike	Acreage	Lat	Long	County	Anticipated Seed Mix(es)
1	1	I-79 SB Elkview Re-entrance Ramp	No	No	1.25	38.45577	-81.49768	Kanawha	High Visual Base Mix
2	1	I-79 NB Elkview Re-entrance Ramp	No	No	1.14	38.45540	-81.49540	Kanawha	High Visual Base Mix
3	1	I-64 EB Hurricane Rest Area	No	No	0.91	38.44919	-81.99804	Putnam	High Visual Base Mix
4	1	I-64 WB Hurricane Rest Area	No	No	3.60	38.45057	-81.99751	Putnam	High Visual Base Mix
5	1	I-64 Exit 39 Plot 1	No	No	0.99	38.45625	-81.99432	Putnam	High Visual Base Mix
6	1	I-64 Exit 39 Plot 2	No	No	0.80	38.45572	-81.99483	Putnam	High Visual Base Mix
7	1	I-64 Exit 39 Plot 3	No	No	0.54	38.45645	-81.99686	Putnam	High Visual Base Mix
8	1	I-64 Exit 39 Plot 4	No	No	0.61	38.45585	-81.99678	Putnam	High Visual Base Mix
9	1	I-64 EB MM 42	No	No	1.52	38.45439	-81.87017	Putnam	High Visual Base Mix
10	1	I-77 SB Exit 111	No	No	0.63	38.46377	-81.64542	Kanawha	High Visual Base Mix
11	1	I-64 WB Hurricane Exit Plot 1	No	No	1.67	38.44047	-82.01824	Putnam	High Visual Base Mix
12	1	I-64 WB Hurricane Exit Plot 2	No	No	1.24	38.44005	-82.01965	Putnam	High Visual Base Mix
13	1	I-64 WB Hurricane Exit Plot 3	No	No	1.49	38.43932	-82.01897	Putnam	High Visual Base Mix
14	1	I-64 EB Hurricane Exit Plot 4	No	No	1.67	38.43968	-82.01767	Putnam	High Visual Base Mix
15	1	I-79 Anna Exit WVDOT Facility	No	No	0.95	38.56974	-81.27183	Roane	High Visual Base Mix
16	1	I-79 SB 1 mile N Wallback exit	No	No	7.29	38.58164	-81.12530	Roane	High Visual Base Mix
17	2	I-64 EB Kentucky Welcome Center Plot 1	Unsure	No	0.91	38.39237	-82.42150	Cabell	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
18	2	I-64 EB Kentucky Welcome Center Plot 2	No	No	0.40	38.39261	-82.42607	Cabell	High Visual Base Mix
19	2	I-64 Milton Exit	No	No	0.54	38.44004	-82.12458	Cabell	High Visual Base Mix
20	2	I-64 Milton	No	No	0.51	38.44000	-82.14506	Cabell	High Visual Base Mix
21	2	I-64 Mall Exit	No	No	0.42	38.41726	-82.26261	Cabell	High Visual Base Mix
22	3	I-77 SB Rest Area Plot 1	Unsure	No	0.49	39.13196	-81.54836	Wood	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
23	3	I-77 SB Rest Area Plot 2	No	No	0.95	39.13103	-81.54888	Wood	High Visual Base Mix
24	3	I-77 SB Exit 174 Ramp	No	No	1.36	39.23535	-81.50761	Wood	High Visual Base Mix
25	3	I-77 Williamstown Welcome Center Plot 1	Yes	No	0.23	39.38922	-81.44303	Wood	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
26	3	I-77 Williamstown Welcome Center Plot 2	Yes	No	0.13	39.38963	-81.44379	Wood	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
27	4	I-79 NB Anmore Exit MM117	No	No	2.14	39.25620	-80.28493	Harrison	High Visual Base Mix
28	4	I-79 SB Meadowbrook Rest Area Plot 1	Yes	No	2.69	39.31341	-80.25672	Harrison	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
29	4	I-79 SB Meadowbrook Rest Area Plot 2	Unsure	No	1.36	39.31553	-80.25374	Harrison	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
30	4	I-79 NB Exit 125 Plot 1	No	No	2.77	39.33646	-80.22303	Harrison	High Visual Base Mix
31	4	I-79 NB Exit 125 Plot 2	No	No	2.88	39.33857	-80.22183	Harrison	High Visual Base Mix
32	4	I-79 SB Exit 125 Plot 3	No	No	1.97	39.33778	-80.22368	Harrison	High Visual Base Mix
33	4	I-79 SB Exit 125 Plot 4	No	No	1.22	39.33869	-80.22284	Harrison	High Visual Base Mix

Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 3 (EXH 3) HIGHWAY POLLINATOR MITIGATION SITE DEVELOPMENT AND MAINTENANCE PLOT LISTING

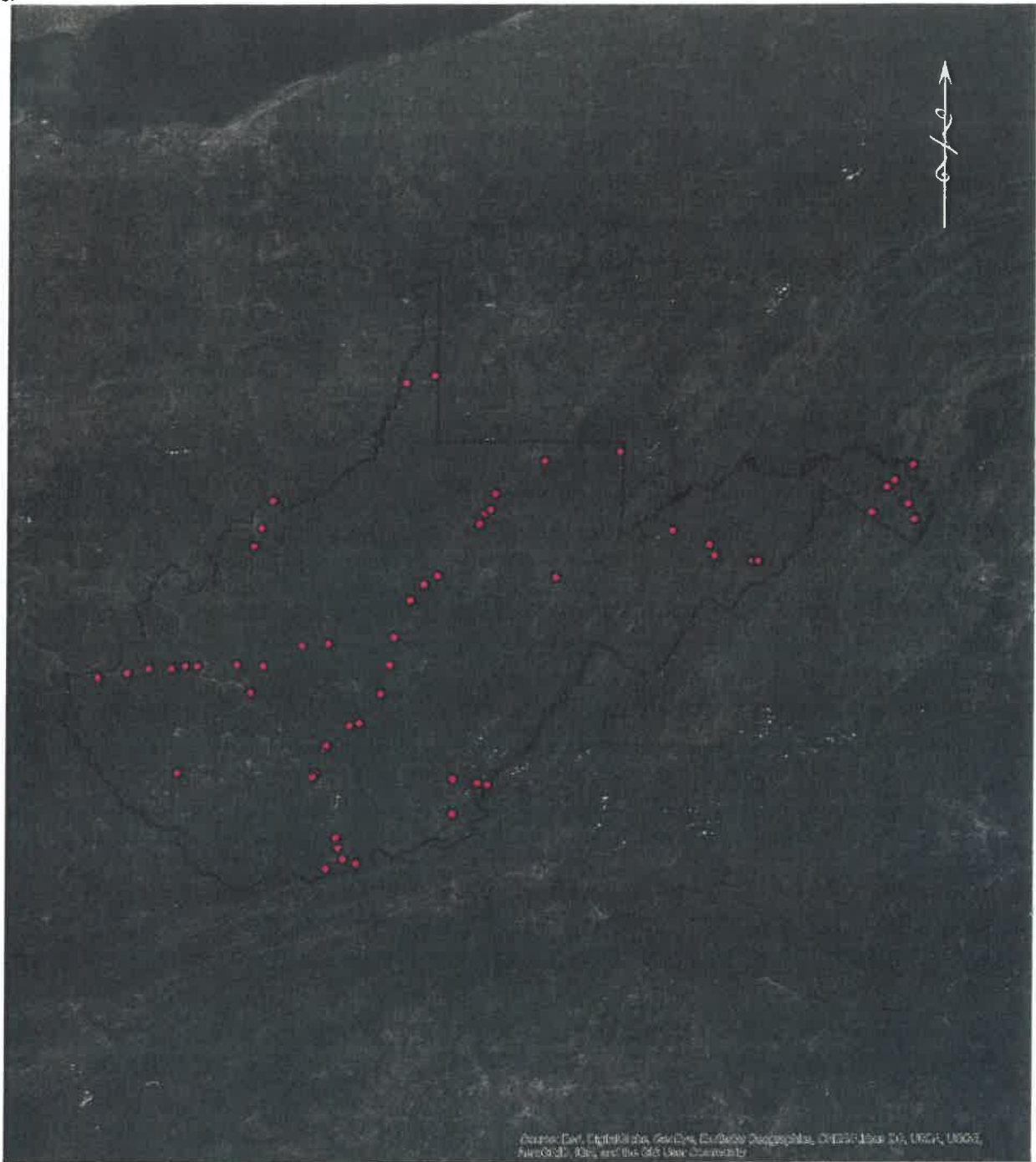
Site #	District	Site Name	Pathway	Turnpike	Acreage	Lat	Long	County	Anticipated Seed Mix(es)
34	4	I-79 NB MM 132	No	No	2.04	39.42553	-80.19702	Marion	High Visual Base Mix
35	4	I-68 Exit 4 Sabraton Plot 1	No	No	2.00	39.61375	-79.92087	Monongalia	High Visual Base Mix
36	4	I-68 Exit 4 Sabraton Plot 2	No	No	2.00	39.61197	-79.92073	Monongalia	High Visual Base Mix
37	4	I-68 Welcome Center Plot 1	Unsure	No	1.15	39.66310	-79.49413	Preston	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
38	5	US 48 Corridor H Overlook	Yes	No	3.60	39.14054	-78.98168	Hardy	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
39	5	US 48 Moorefield WB re entry ramp	No	No	1.00	39.07883	-78.95291	Hardy	High Visual Base Mix
40	5	US 48 Moorefield EB Exit Ramp	No	No	1.40	39.07828	-78.95351	Hardy	High Visual Base Mix
41	5	US 48 EB Exit 121 Exit Ramp Plot 1	No	No	0.75	39.04590	-78.73803	Hardy	High Visual Base Mix
42	5	US 48 WB Exit 121 Exit Ramp Plot 2	No	No	1.84	39.04604	-78.74098	Hardy	High Visual Base Mix
43	5	US 48 WB Exit 121 Entrance Ramp Plot 3	No	No	0.60	39.04534	-78.73863	Hardy	High Visual Base Mix
44	5	US 48 EB Exit 121 Entrance Ramp Plot 4	No	No	1.32	39.04642	-78.73998	Hardy	High Visual Base Mix
45	5	I-81 Rest Area Plot 1	Yes	No	4.19	39.31992	-78.07017	Berkeley	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
46	5	I-81 Rest Area Plot 2	No	No	0.47	39.32031	-78.07209	Berkeley	High Visual Base Mix
47	5	I-81 N Exit 13 Plot 1	No	No	0.53	39.46421	-77.98942	Berkeley	High Visual Base Mix
48	5	I-81 N Exit 13 Plot 2	No	No	0.73	39.46607	-77.98960	Berkeley	High Visual Base Mix
49	5	I-81 S Exit 13 Plot 3	No	No	1.56	39.46432	-77.99085	Berkeley	High Visual Base Mix
50	5	I-81 S right before Exit 16W	No	No	2.09	39.50052	-77.95038	Berkeley	High Visual Base Mix
51	5	I-81 S Welcome Center Plot 1	No	No	0.22	39.58634	-77.84491	Berkeley	High Visual Base Mix
52	5	I-81 S Welcome Center Plot 2	No	No	0.22	39.58685	-77.84675	Berkeley	High Visual Base Mix
53	5	I-81 S Welcome Center Plot 3	No	No	0.28	39.58640	-77.84879	Berkeley	High Visual Base Mix
54	5	I-81 S Welcome Center Plot 4	No	No	0.23	39.58746	-77.84783	Berkeley	High Visual Base Mix
55	5	RT. 9 Bike Path Plot 1	Unsure	No	0.78	39.38323	-77.89462	Jefferson	High Visual Base Mix & Introduced Annual Add-On Mix
56	5	RT. 9 Bike Path Plot 2	Unsure	No	0.57	39.38521	-77.89412	Jefferson	High Visual Base Mix & Introduced Annual Add-On Mix
57	5	RT. 9 Bike Path Plot 3	Unsure	No	1.93	39.38299	-77.89419	Jefferson	High Visual Base Mix & Introduced Annual Add-On Mix
58	5	RT. 9 Bike Path Plot 4	Unsure	No	0.80	39.37477	-77.88519	Jefferson	High Visual Base Mix & Introduced Annual Add-On Mix
59	5	RT. 9 Bike Path Plot 5	Unsure	No	1.80	39.36774	-77.87336	Jefferson	High Visual Base Mix & Introduced Annual Add-On Mix
60	5	RT 9 WB Charles Town Exit	No	No	2.18	39.29439	-77.83885	Jefferson	High Visual Base Mix
61	5	RT. 9 WB US 340 I/C	No	No	3.80	39.28023	-77.84054	Jefferson	High Visual Base Mix

Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 3 (EXH 3) HIGHWAY POLLINATOR MITIGATION SITE DEVELOPMENT AND MAINTENANCE PLOT LISTING

Site #	District	Site Name	Pathway	Turnpike	Acreage	Lat	Long	County	Anticipated Seed Mix(es)
62	5	US-48 Corridor H WB MM 123	No	No	2.38	39.04752	-78.70526	Hardy	High Visual Base Mix
63	5	US-48 Corridor H Overlook just past CR 93	Yes	No	2.63	39.22007	-79.19214	Hardy	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
64	6	I-470 Exit 2	No	No	0.58	40.04902	-80.69520	Ohio	High Visual Base Mix
65	6	I-70 WB Welcome Center	Unsure	No	0.77	40.09073	-80.53658	Ohio	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
66	7	I-79 SB Exit 57	No	No	1.50	38.61791	-80.75769	Braxton	High Visual Base Mix
67	7	I-79 Rest Area SB MM 83 Plot 1	No	No	0.80	38.91272	-80.59548	Lewis	High Visual Base Mix
68	7	I-79 Rest Area SB MM 83 Plot 2	No	No	0.23	38.91305	-80.59335	Lewis	High Visual Base Mix
69	7	I-79 Exit 91 Plot 1	No	No	3.33	38.96384	-80.51422	Lewis	High Visual Base Mix & Introduced Annual Add-On Mix
70	7	I-79 Exit 91 Plot 2	No	No	1.21	38.96483	-80.51442	Lewis	High Visual Base Mix & Introduced Annual Add-On Mix
71	7	I-79 Exit 91 Plot 3	No	No	3.74	38.96339	-80.51671	Lewis	High Visual Base Mix & Introduced Annual Add-On Mix
72	7	I-79 Exit 91 Plot 4	No	No	1.90	38.96206	-80.51726	Lewis	High Visual Base Mix & Introduced Annual Add-On Mix
73	7	I-79 SB MM 76.5	No	No	1.20	38.82500	-80.66668	Braxton	High Visual Base Mix
74	8	US 219 Elkins Exit Plot 1	No	No	1.46	38.95421	-79.85862	Randolph	High Visual Base Mix
75	8	US 219 Elkins Exit Plot 2	No	No	0.66	38.95350	-79.85848	Randolph	High Visual Base Mix
76	8	US 219 Elkins Exit Plot 3	No	No	1.46	38.95409	-79.85663	Randolph	High Visual Base Mix
77	8	US 219 Elkins Exit Plot 4	No	No	1.00	38.95495	-79.85636	Randolph	High Visual Base Mix
78	9	I-64 EB Lewisburg Exit 169 Plot 1	No	No	0.67	37.81668	-80.42904	Greenbrier	High Visual Base Mix
79	9	I-64 WB Lewisburg Exit 169 Plot 2	No	No	0.73	37.61712	-80.42830	Greenbrier	High Visual Base Mix
80	9	I-64 WB Lewisburg Exit 169 Plot 3	No	No	0.85	37.81671	-80.42686	Greenbrier	High Visual Base Mix
81	9	I-64 EB Lewisburg Exit 169 Plot 4	No	No	1.00	37.81589	-80.42686	Greenbrier	High Visual Base Mix
82	9	I-64 Welcome Center	Unsure	No	0.47	37.78850	-80.29970	Greenbrier	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
83	9	I-64 VA Stateline	No	No	0.50	37.78281	-80.23467	Greenbrier	High Visual Base Mix
84	9	US-19 SB Gauley Bridge Exit	No	No	2.03	38.11745	-81.00461	Fayette	High Visual Base Mix
85	9	US-19 SB Oyster Ave Re Entry Ramp	No	No	0.50	37.98533	-81.14459	Fayette	High Visual Base Mix
86	9	US-19 N Oak Hill Exit	No	No	1.10	38.00670	-81.13288	Fayette	High Visual Base Mix
87	9	US-19 SB MM28 - MM28.5	No	No	2.34	38.13346	-80.95028	Fayette	High Visual Base Mix
88	9	US-19 SB MM 43	No	No	2.42	38.29869	-80.83359	Nicholas	High Visual Base Mix
89	9	US-19 NB beside Overlook	Yes	No	3.39	38.46016	-80.78297	Nicholas	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
90	9	US-19 NB N. Bradley Exit Plot 1	No	No	1.28	37.85027	-81.19813	Raleigh	High Visual Base Mix
91	9	US-19 NB N. Bradley Exit Plot 2	No	No	1.11	37.85107	-81.97996	Raleigh	High Visual Base Mix
92	9	Gum Street Site	Yes	No	0.85	37.79365	-80.29197	Greenbrier	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix

Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 3 (EXH 3) HIGHWAY POLLINATOR MITIGATION SITE DEVELOPMENT AND MAINTENANCE PLOT LISTING

Site #	District	Site Name	Pathway	Turnpike	Acreage	Lat	Long	County	Anticipated Seed Mix(es)
93	10	US 460 WB just before Rest Area	No	No	1.60	37.36451	-81.04003	Mercer	High Visual Base Mix
94	10	US 460 WB MM 3.79 Plot 1	No	No	1.05	37.34103	-80.96485	Mercer	High Visual Base Mix
95	10	US 460 WB MM 3.79 Plot 2	No	No	1.16	37.34052	-80.96658	Mercer	High Visual Base Mix
96	10	US 460 EB just past Green Valley	No	No	0.82	37.31107	-81.13756	Mercer	High Visual Base Mix
97	10	D 10 HQ Plot 1	Unsure	No	1.10	37.42826	-81.06781	Mercer	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
98	10	D 10 HQ Plot 2	Yes	No	2.10	37.42831	-81.06950	Mercer	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
99	TP	Tamarack Travel Plaza	No	Yes	1.00	37.81168	-81.21376	Raleigh	High Visual Base Mix
100	TP	US 19/I-77 Interchange	No	Yes	1.00	37.83129	-81.21476	Raleigh	High Visual Base Mix
101	TP	Bluestone Travel Plaza	Yes	Yes	1.50	37.47665	-81.06945	Mercer	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
102	TP	Yeager Bridge Plot 1	No	Yes	1.00	38.30829	-81.56637	Kanawha	High Visual Base Mix
103	TP	Yeager Bridge Plot 2	No	Yes	1.00	38.30705	-81.56569	Kanawha	High Visual Base Mix
104	TP	I-77 SB Rest Area	Unsure	Yes	0.75	37.48504	-81.07981	Mercer	High Visual Base Mix, Diverse Pollinator Add-On Mix, & Introduced Annual Add-On Mix
		Total Proposed Acres			145.51				



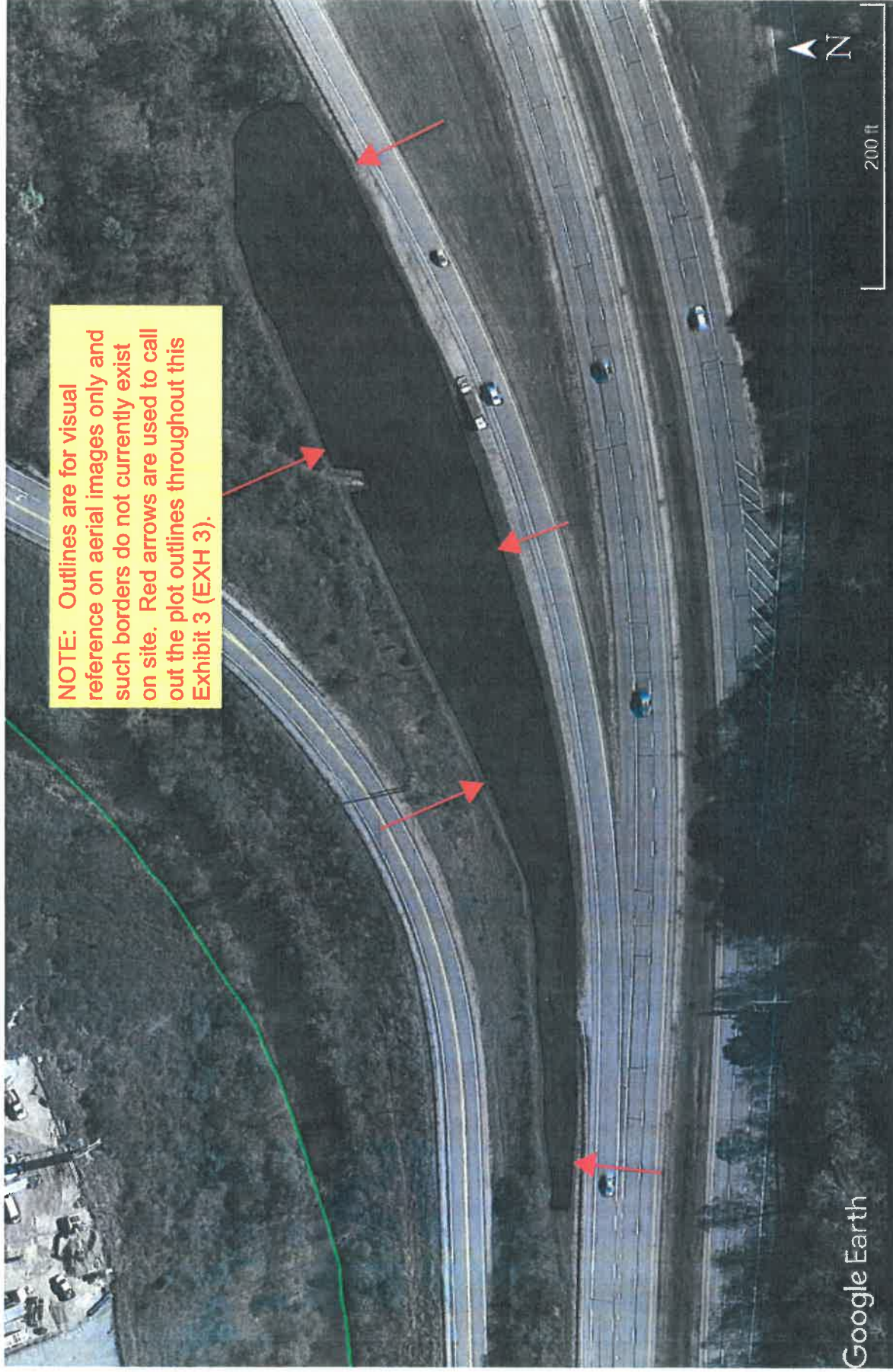
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 Date: 8/3/2021
 Created By: Ashley Akers
 Page No: 1 of 1

West Virginia Division of Highways Pollinator Plots



Legend

●	Pollinator Plots
	West Virginia



Site 1 I-79 SB Elkview Re-entrance Ramp 1.25acres
38.45577 -81.49768
Kanawha County



Site 2 I-79 NB Elkview Re-entrance Ramp 1.14 acres
 38.45540 -81.49540
 Kanawha County



Site 3

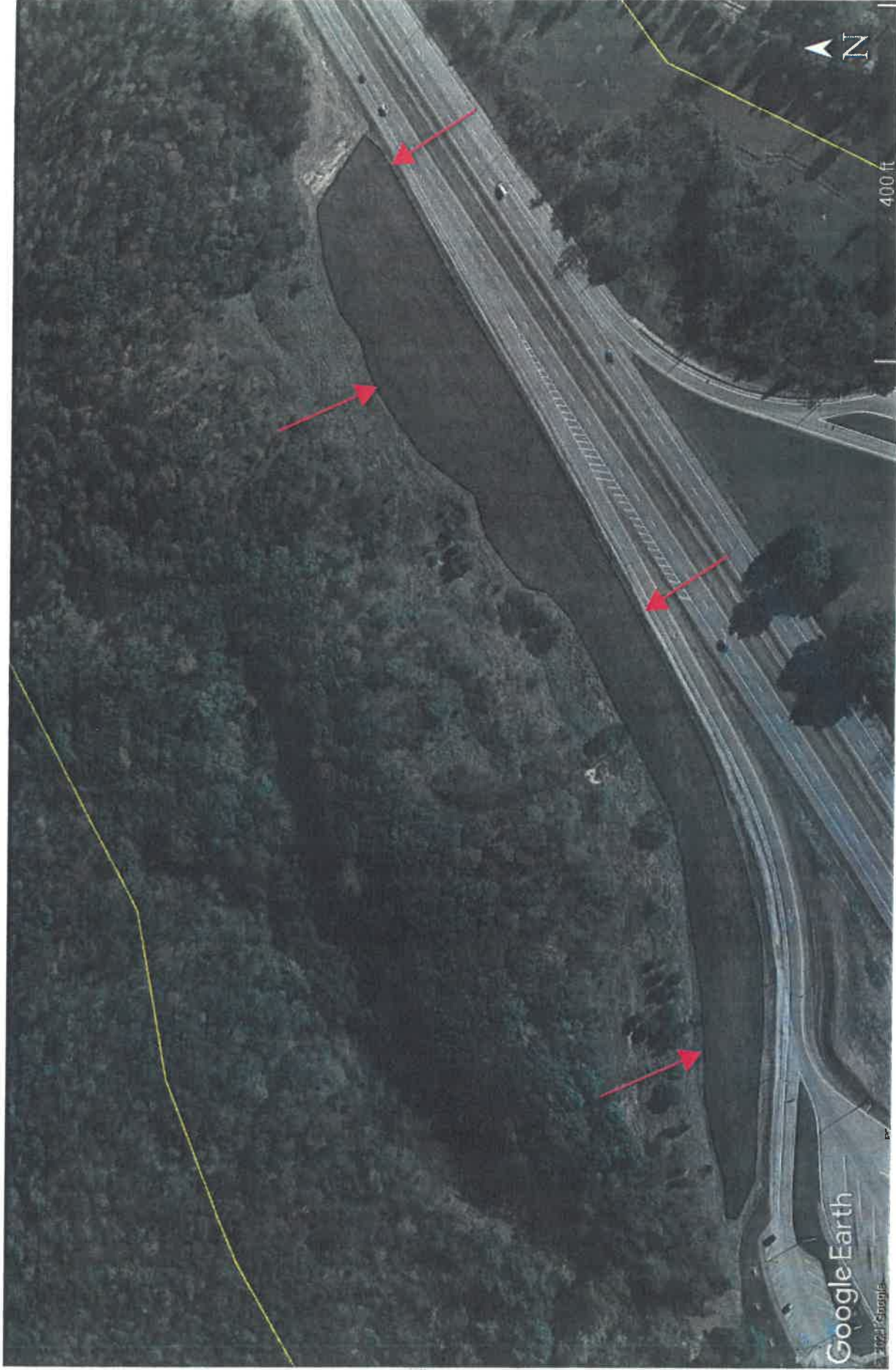
I-64 EB Hurricane Rest Area

0.91 acres

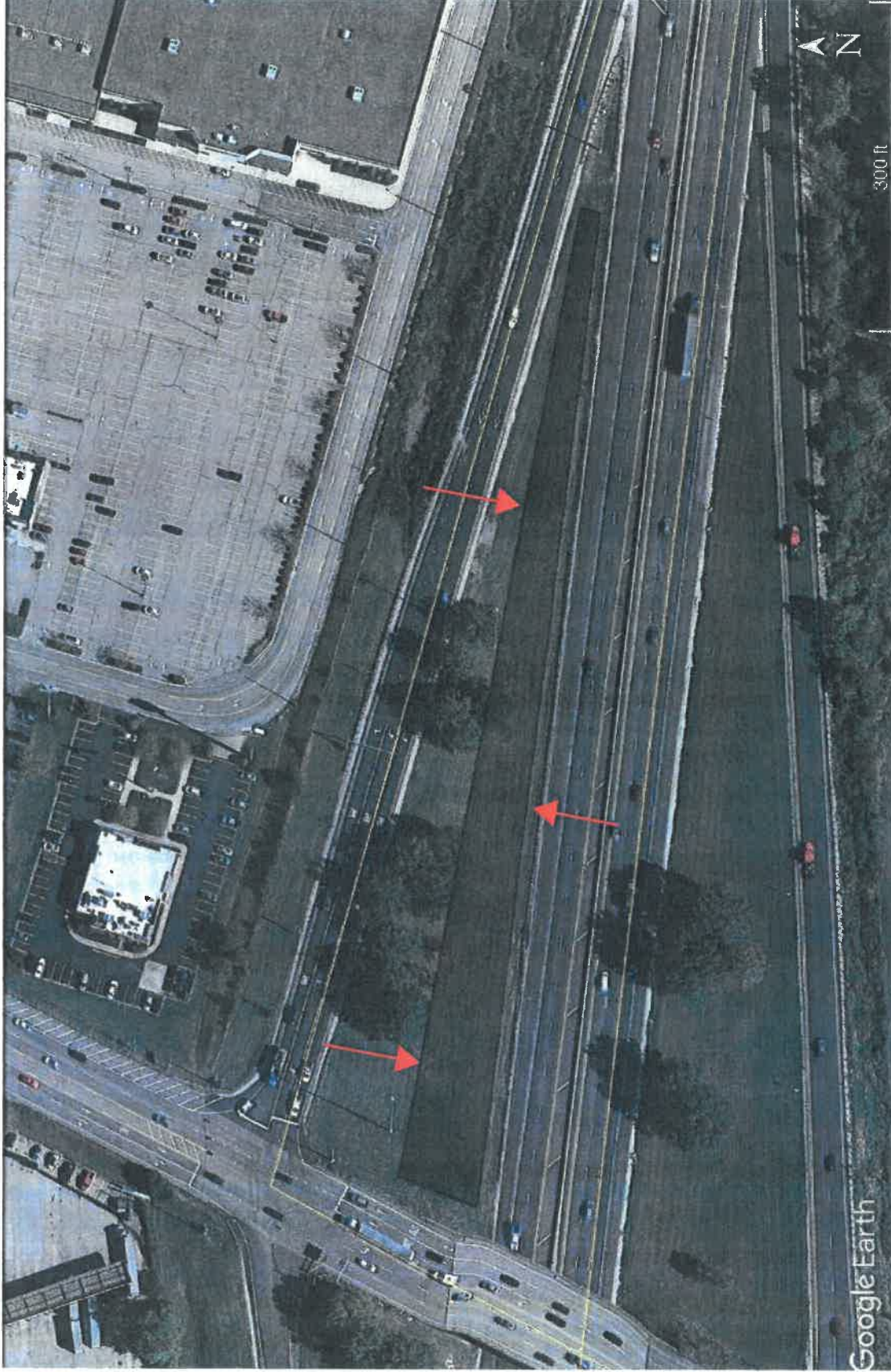
38.44919 -81.99804

Putnam County





Site 4 **I-64 WB Hurricane Rest Area** **3.60 acres**
38.45057 -81.99751
Putnam County

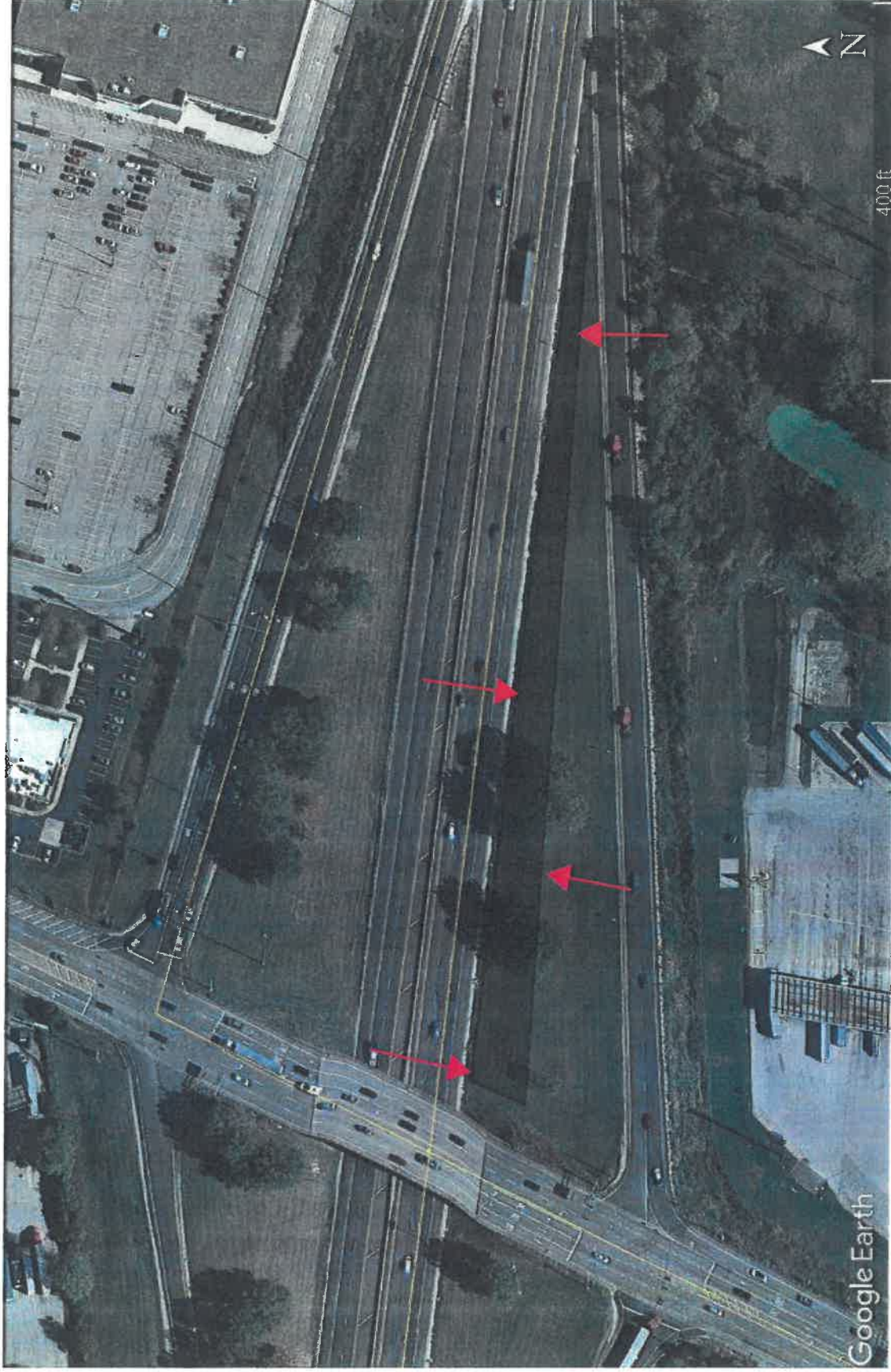


0.99 acres

**I-64 Exit 39 Plot 1
38.45625 -81.93432
Putnam County**

Site 5





Site 6

I-64 Exit 39 Plot 2

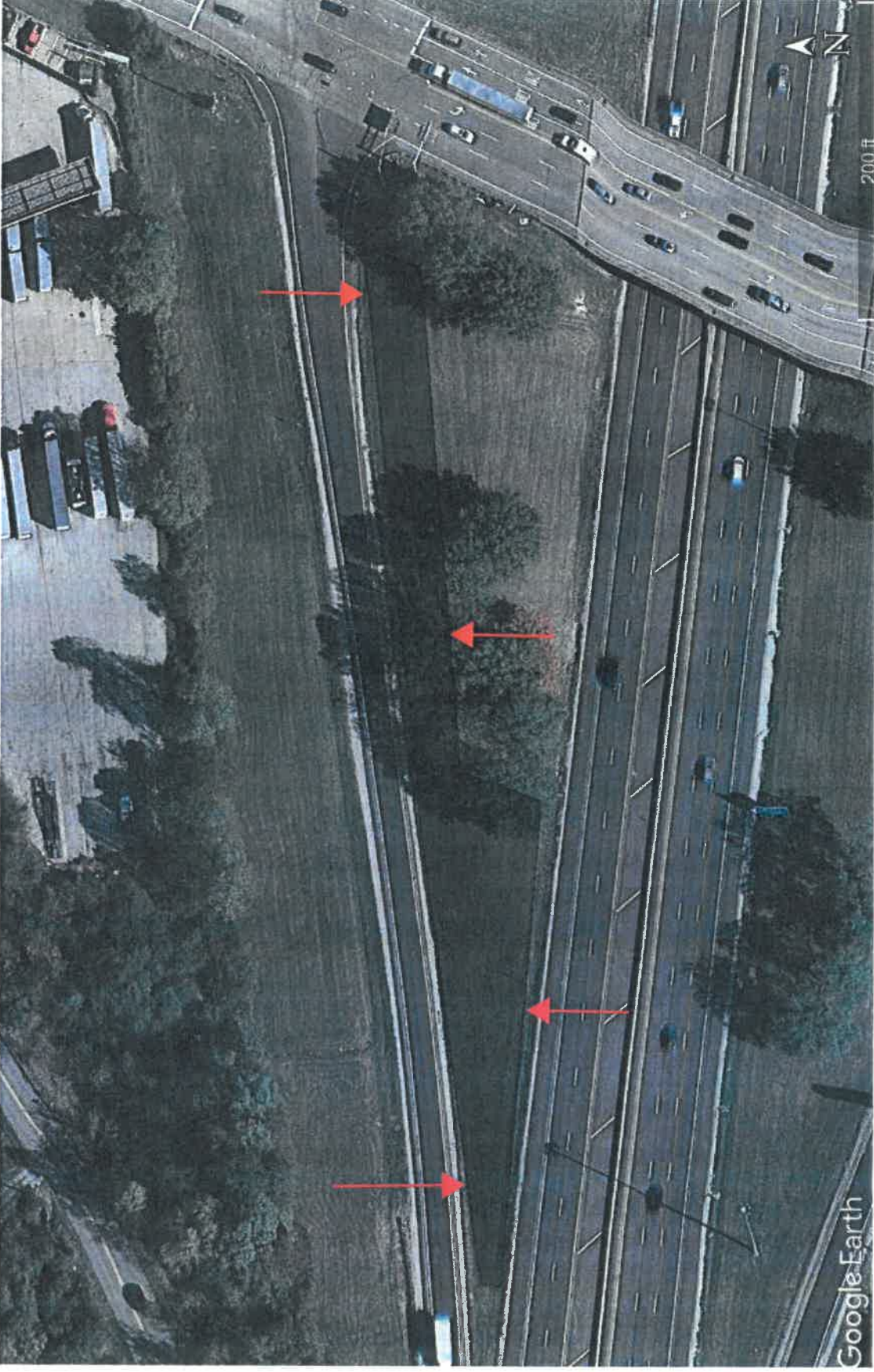
38.45572

-81.93483

Putnam County

0.80 acres





Site 7

I-64 Exit 39 Plot 3

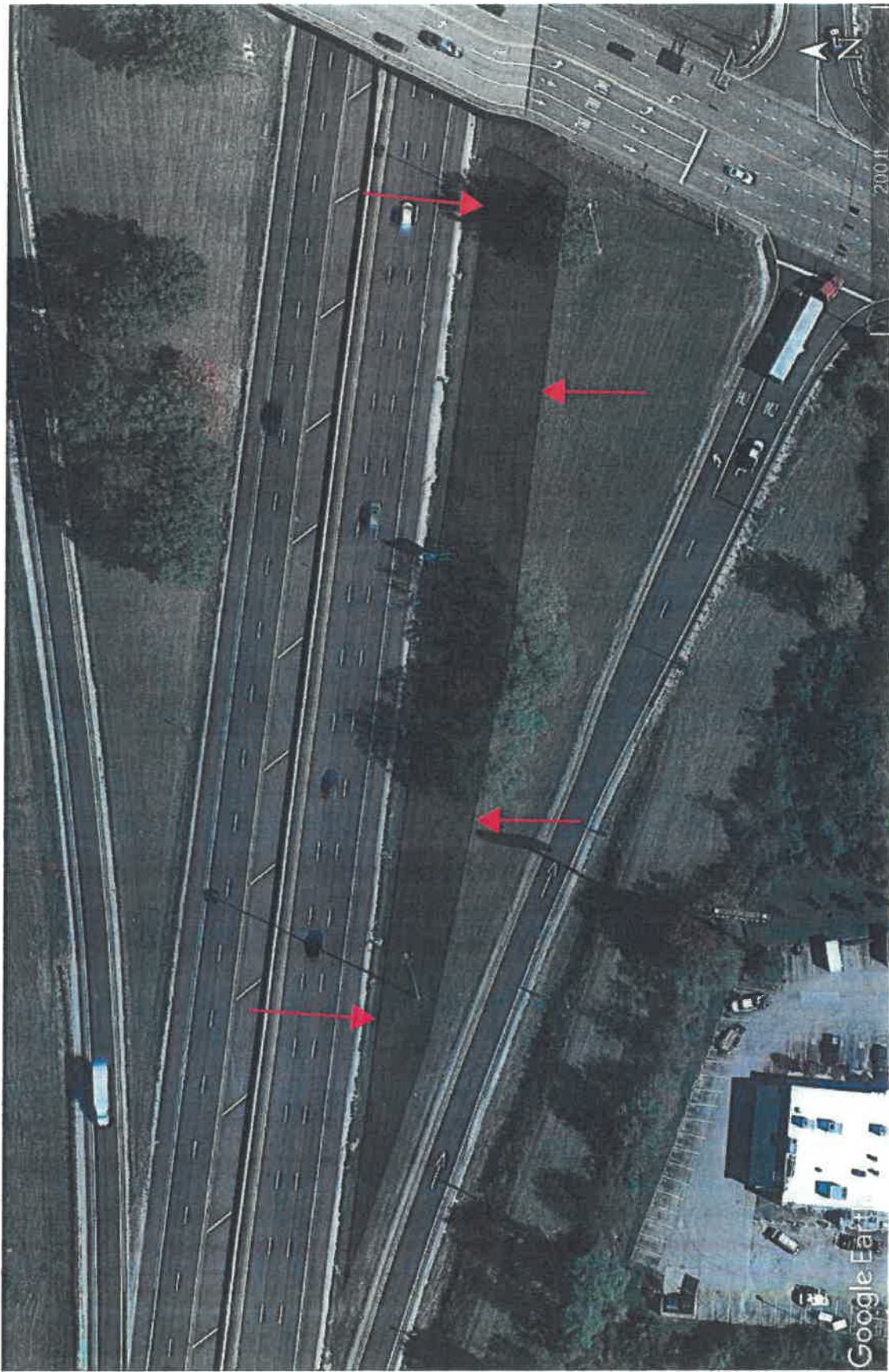
38.45645

-81.93686

Putnam County

0.54acres





0.61 acres

I-64 Exit 39 Plot 4
38.45585
Putnam County

Site 8
I-64 Exit 39 Plot 4

38.45585

Putnam County



Site 9

I-64 EB MM 42

38.45439

-81.87017

Putnam County

1.52 acres



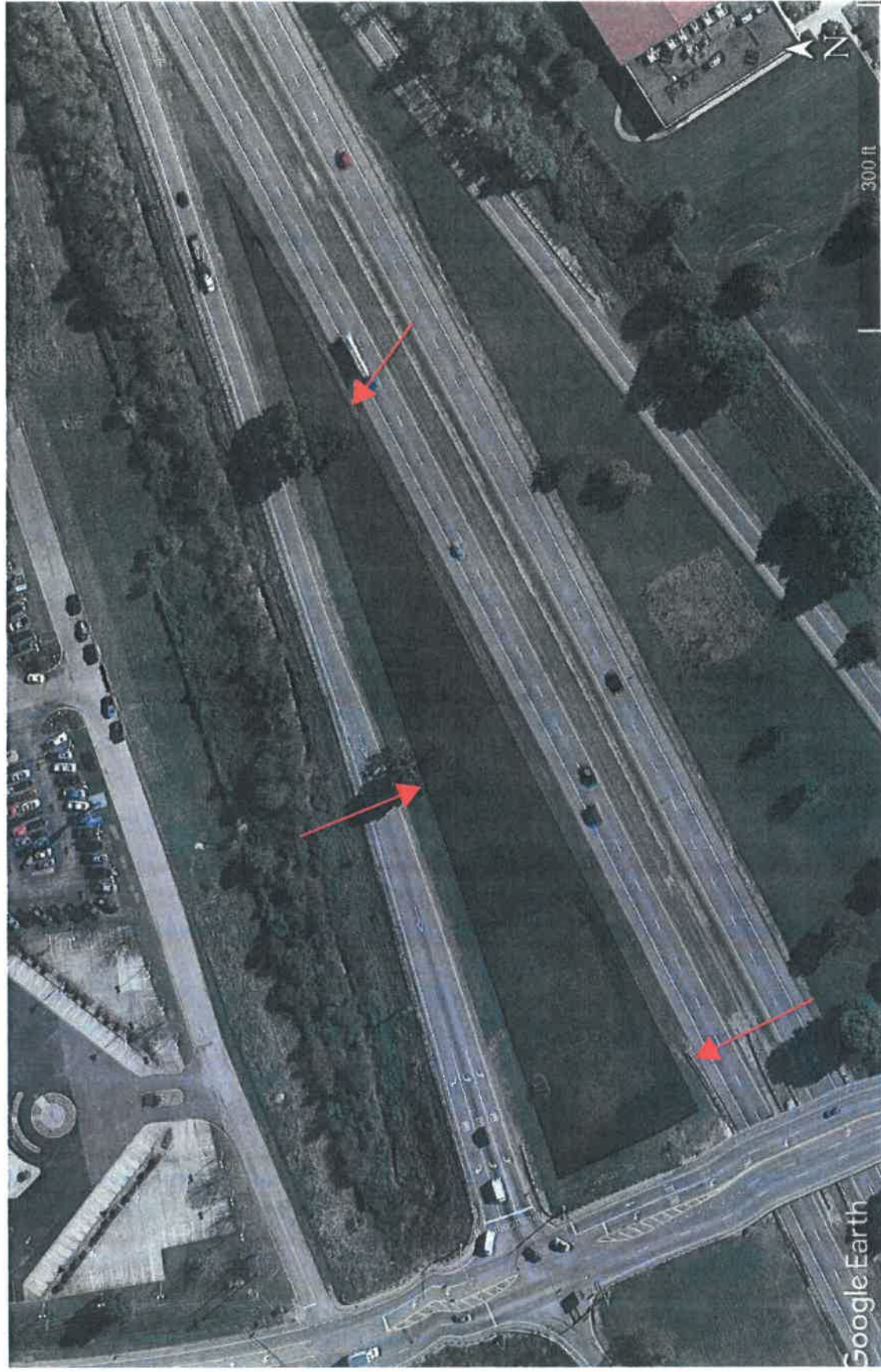


Site 10 I-77 SB Exit 111 0.63 acres

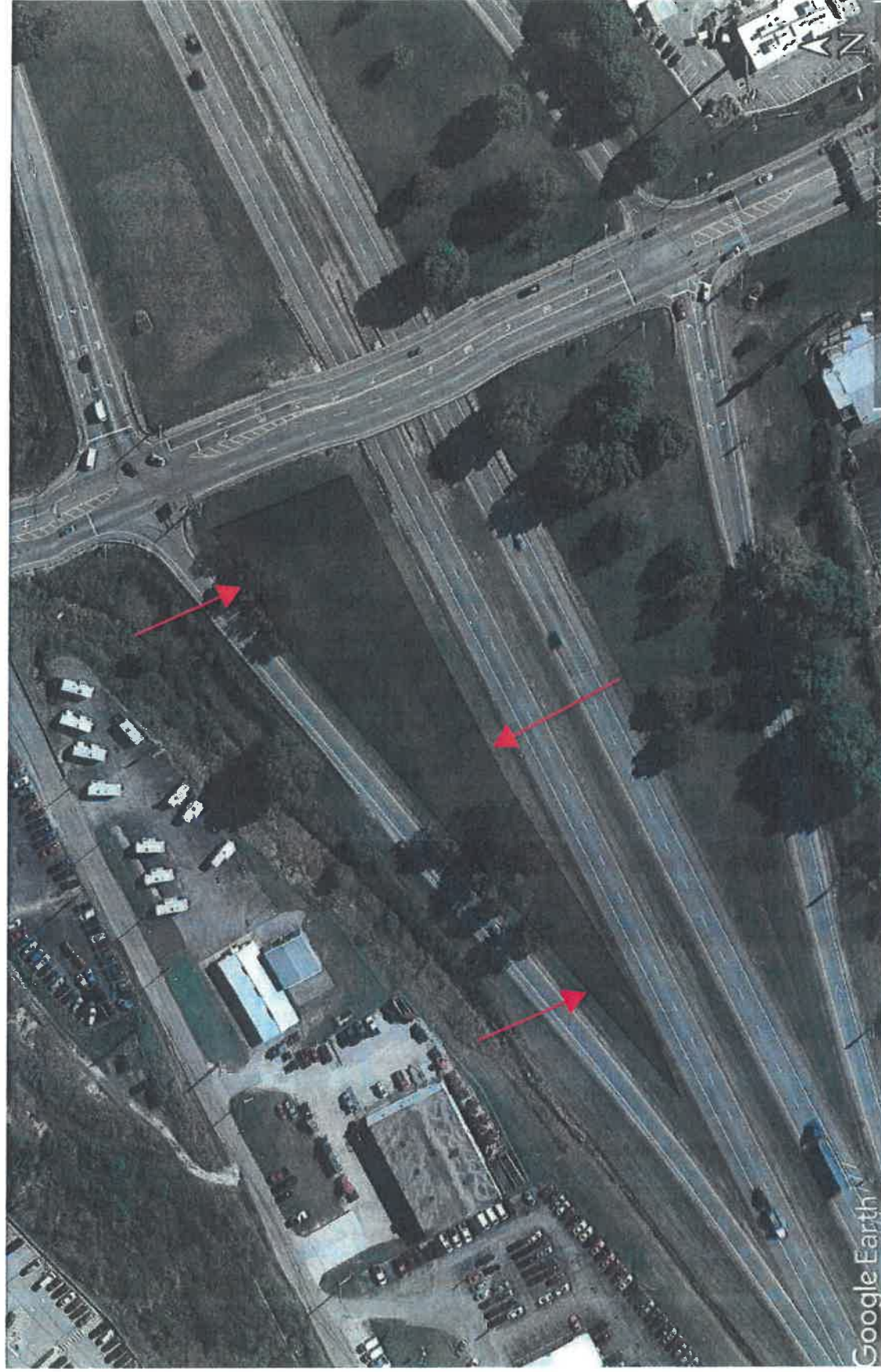
38.46377 -81.64542

Kanawha County





Site 11 **I-64 WB Hurricane Exit Plot 1** **1.67 acres**
38.44047 **-82.01824**
Putnam County



Site 12

I-64 WB Hurricane Exit Plot 2

38.44005

-82.01965

Putnam County

1.24acres





Site 13

I-64 EB Hurricane Exit Plot 3

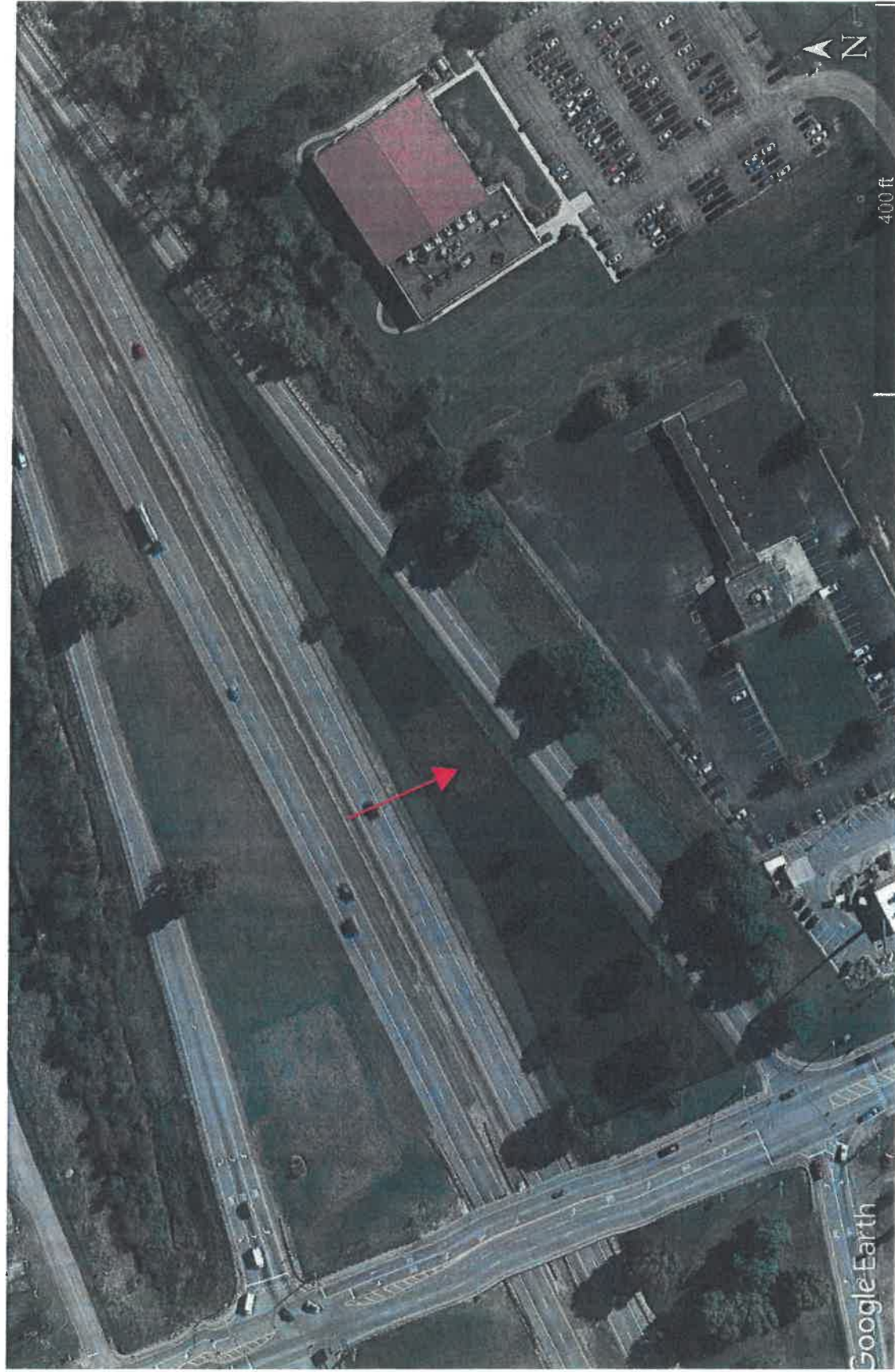
38.43932

-82.01897

Putnam County

1.49 acres





Site 14 I-64 EB Hurricane Exit Plot 4 1.67 acres

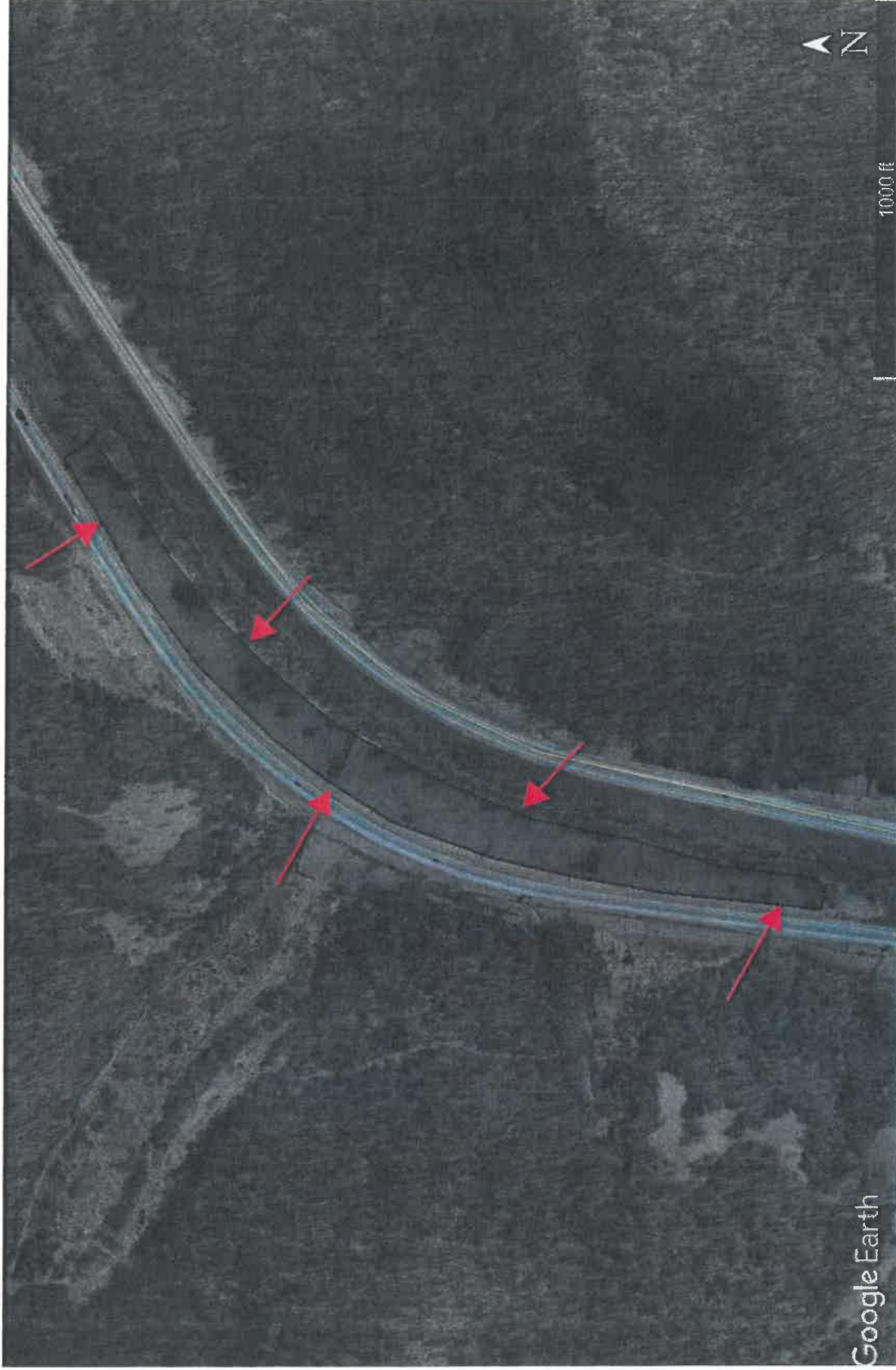
38.43968 -82.01767

Putnam County



Site 15 I-79 Amma Exit WVDOH Facility 0.95 acres
38.56974 -81.27183
Roane County



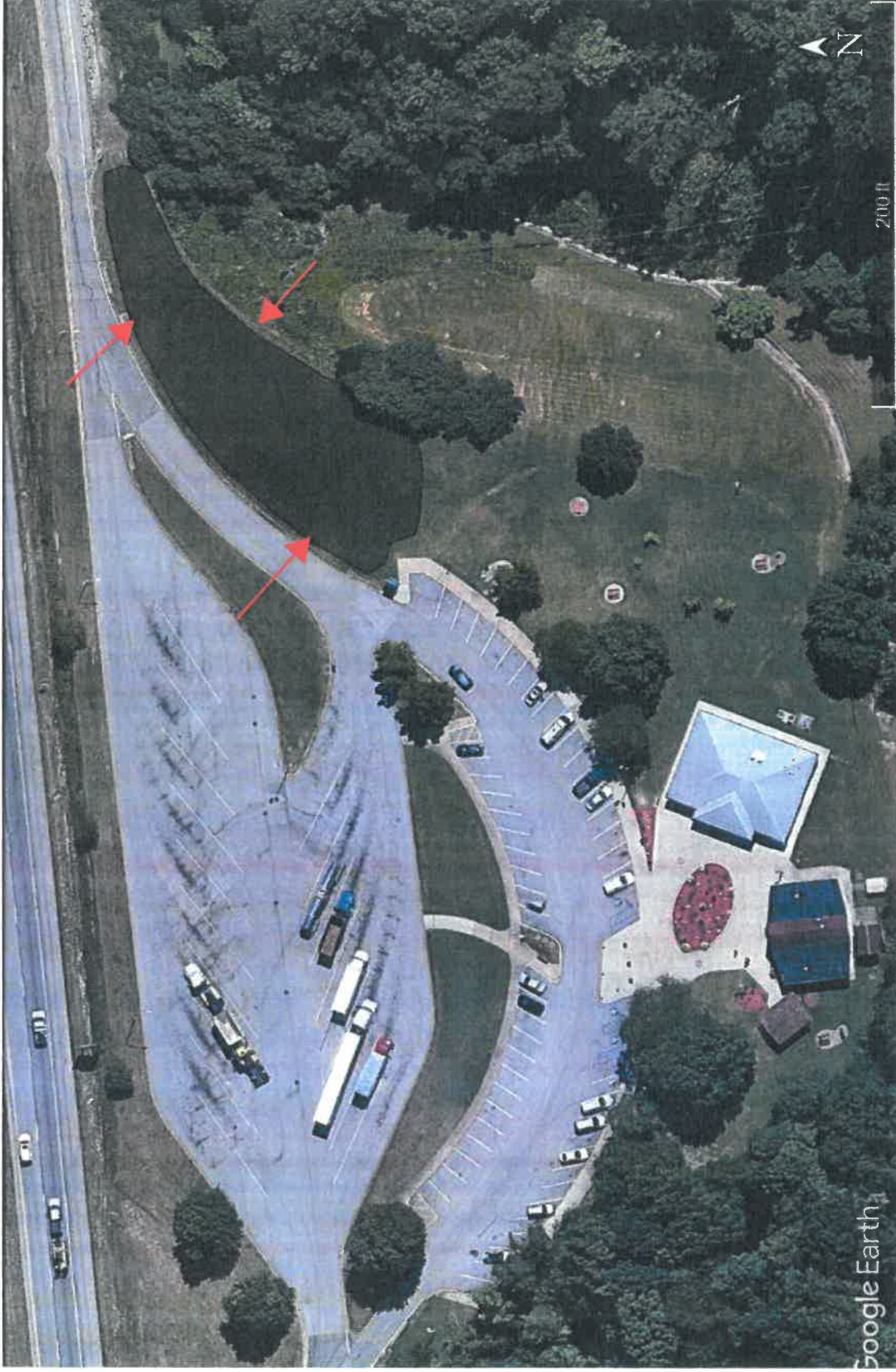


Site 16 **I-79 SB 1 Mile N Wallback Exit** **7.29 acres**

38.58164 **-81.12530**

Roane County





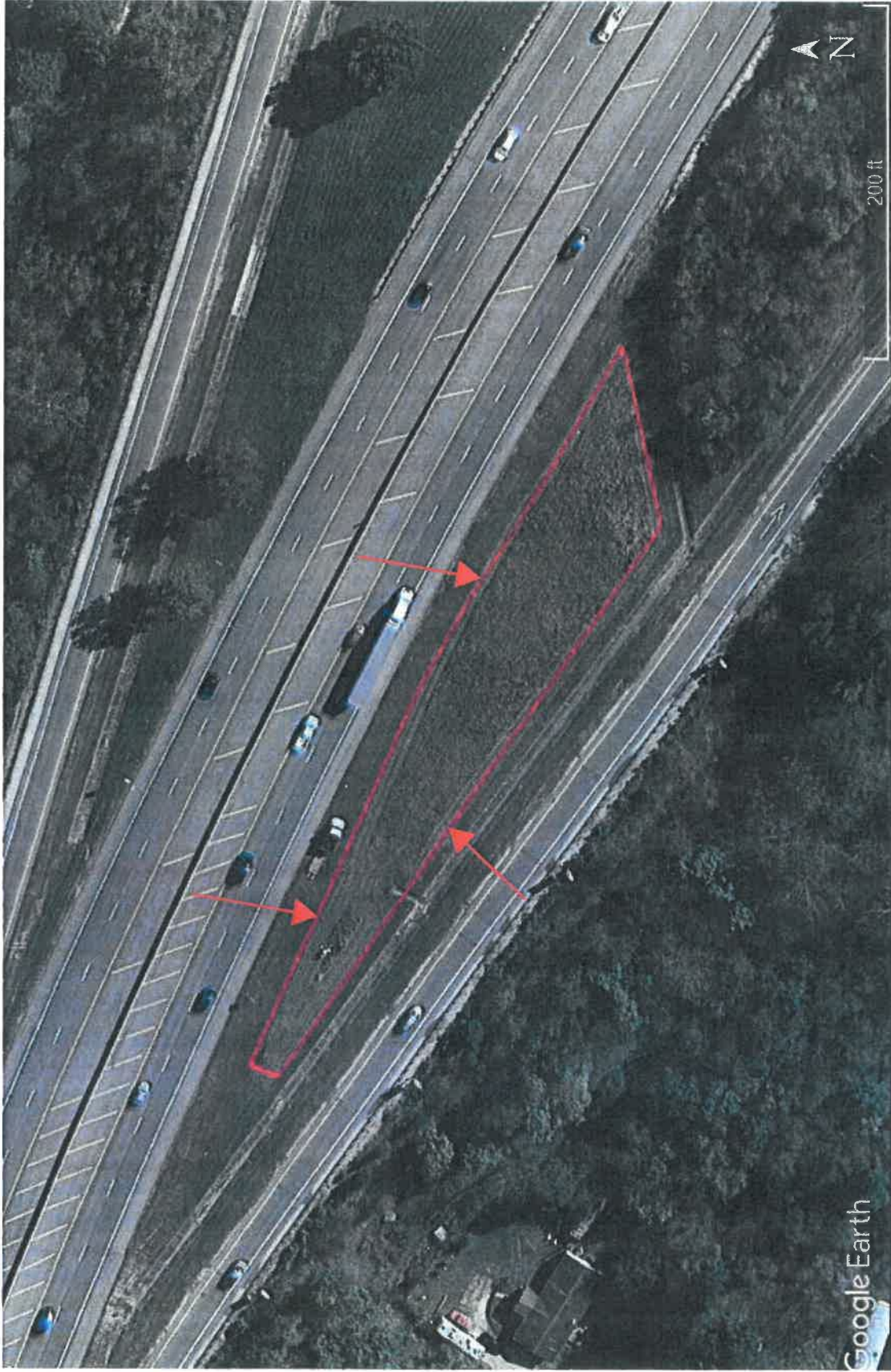
Site 17 **I-64 EB West Virginia Welcome Center Plot 1** **0.91 acres**
38.39237 **-82.42150**
Cabell County





Site 18 **I-64 EB West Virginia Welcome Center Plot 2** **0.40 acres**
38.39261 **-82.42607**
Cabell County





Site 19

I-64 Milton Exit

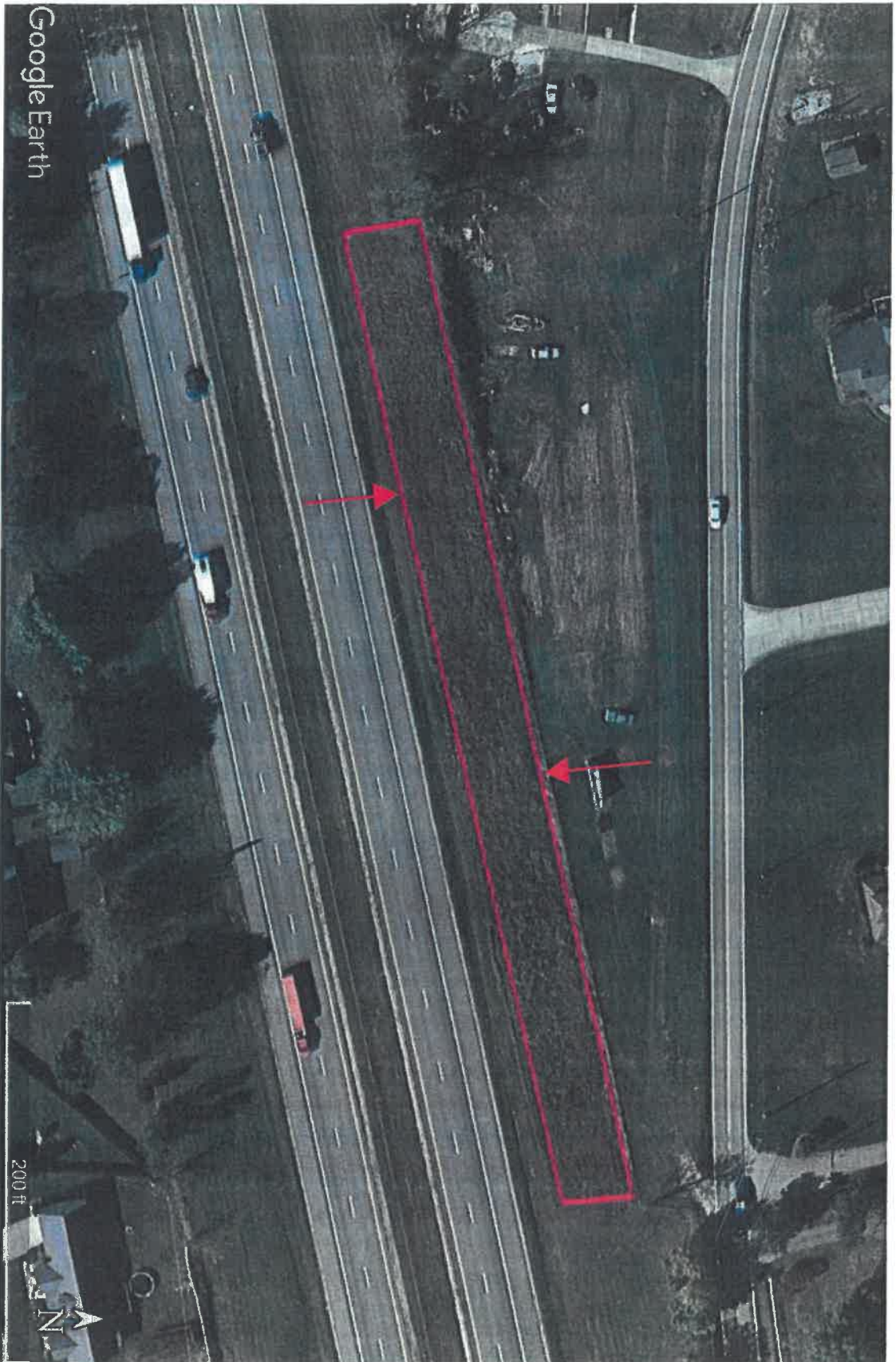
38.44004

-82.12458

Cabell County

0.54acres





Site 20

I-64 Milton

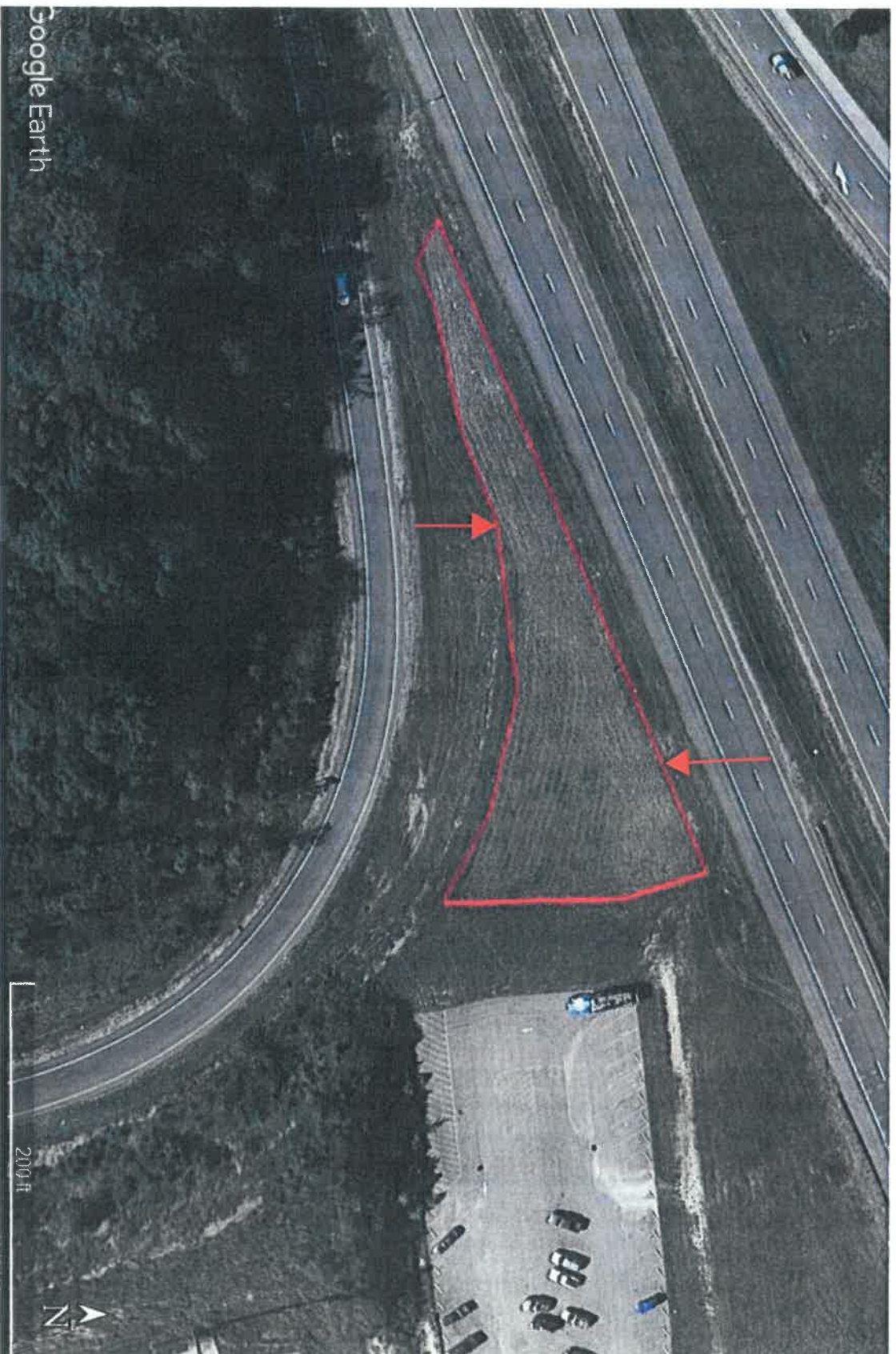
0.51 acres

38.44000

-82.14506

Cabell County





Site 21

I-64 Mall Exit

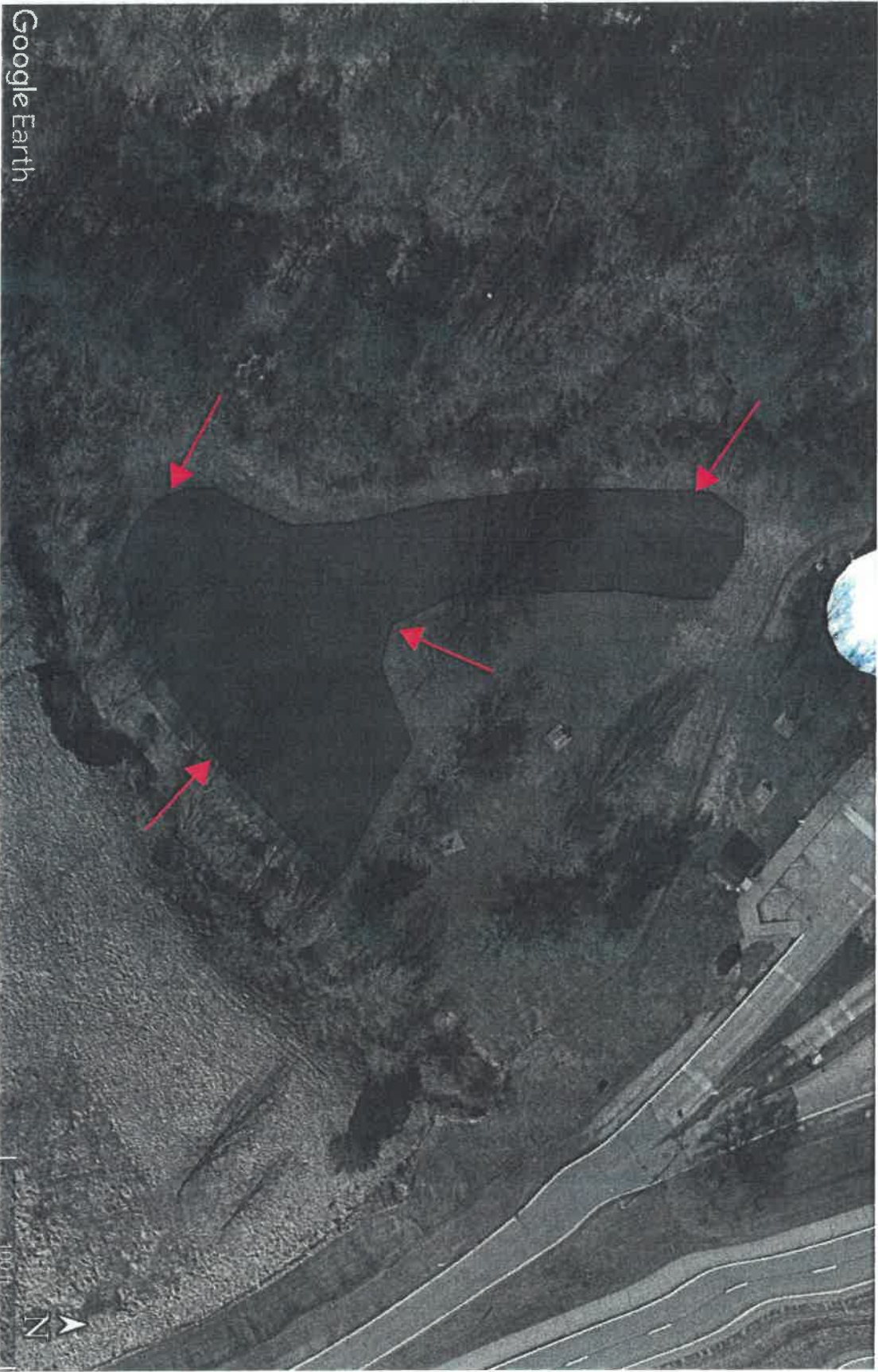
0.42acres

38.41726

-82.26261

Cabell County





Google Earth

Site 22

I-77 SB Rest Area Plot 1

0.49 acres

39.13196

-81.54836

Wood County





Google Earth

Site 23

I-77 SB Rest Area Plot 2

0.95acres

39.13103

-81.54888

Wood County





Site 24

I-77 SB Exit 174 Ramp

1.36acres

39.23535

-81.50761

Wood County





Google Earth

Site 25

I-77 Williamstown Welcome Center Plot 1 0.23acres

39.38922

-81.44303

Wood County





Google Earth

Site 26

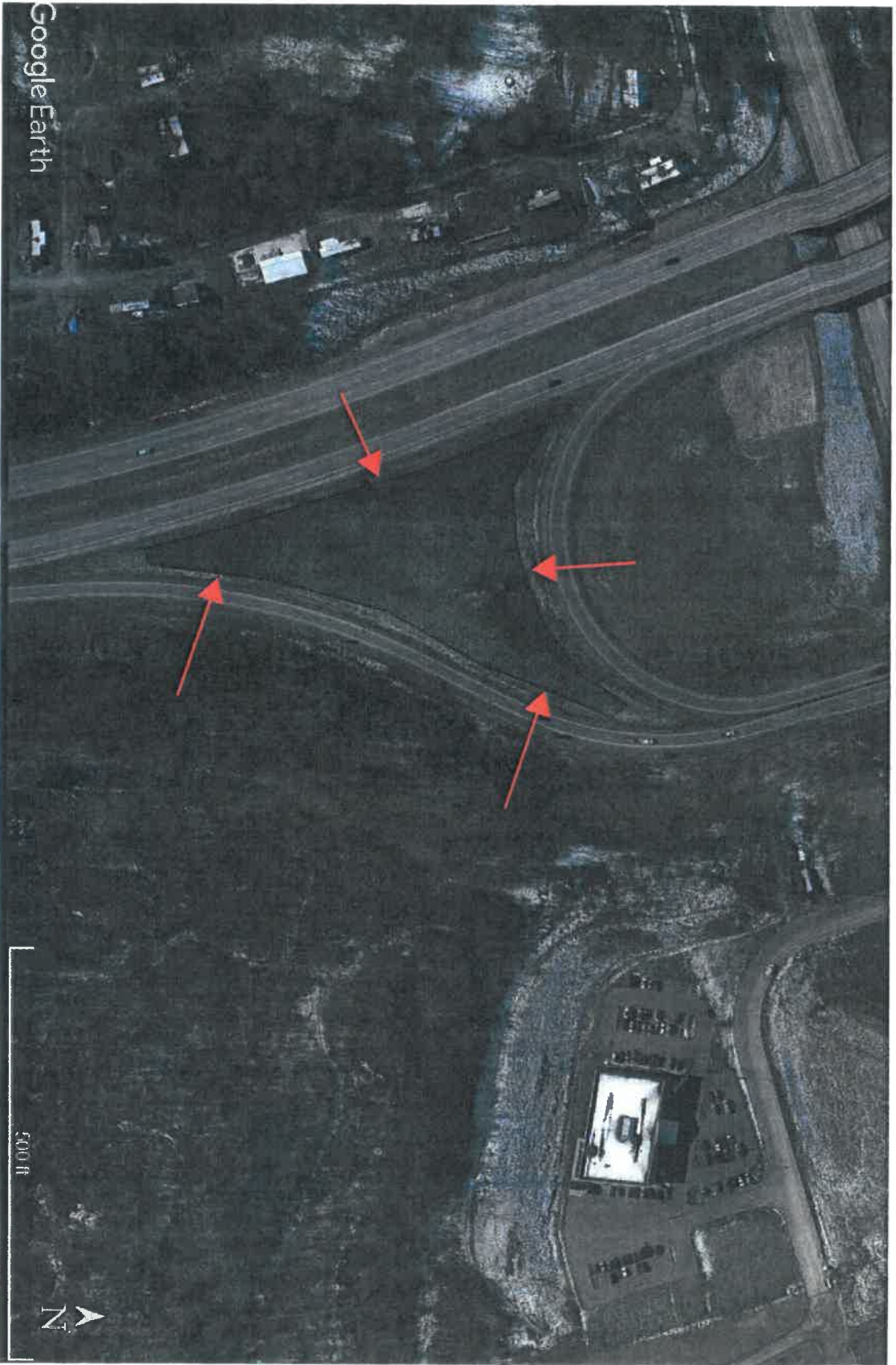
I-77 Williamstown Welcome Center Plot 2 0.13acres

39.38963

-81.44379

Wood County





Site 27

I-79 NB Anmoore Exit MM117

2.14 acres

39.25620

-80.28493

Harrison County





Google Earth

Site 28

I-79 SB Meadowbrook Rest Area Plot 1

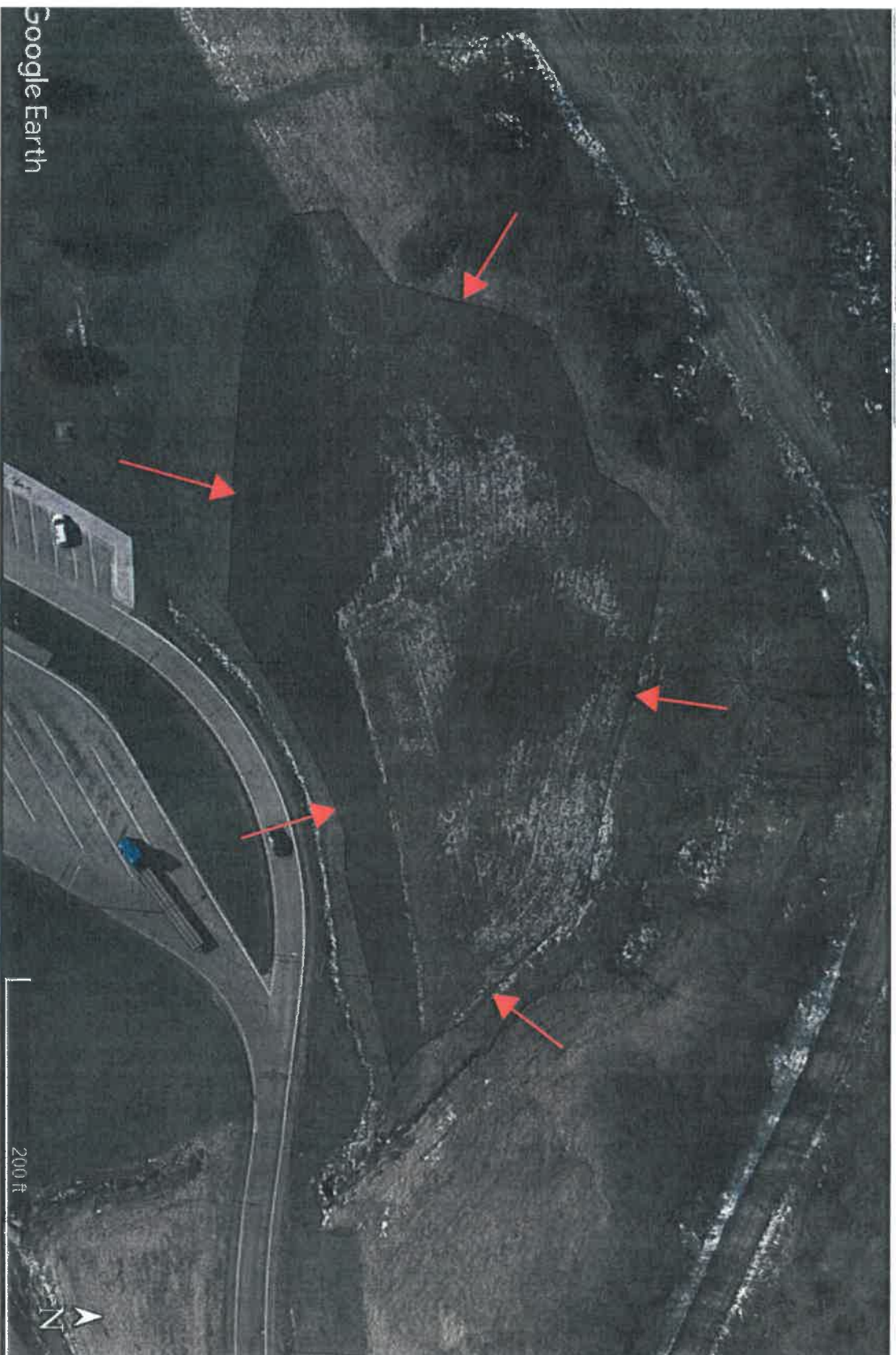
2.69acres

39.31341

-80.25672

Harrison County





Site 29

I-79 SB Meadowbrook Rest Area Plot 2

1.36acres

39.31553

-80.25374

Harrison County





Site 30

I-79 NB Exit 125 Plot 1

2.77 acres

39.33646

-80.22303

Harrison County





Site 31

I-79 NB Exit 125 Plot 2

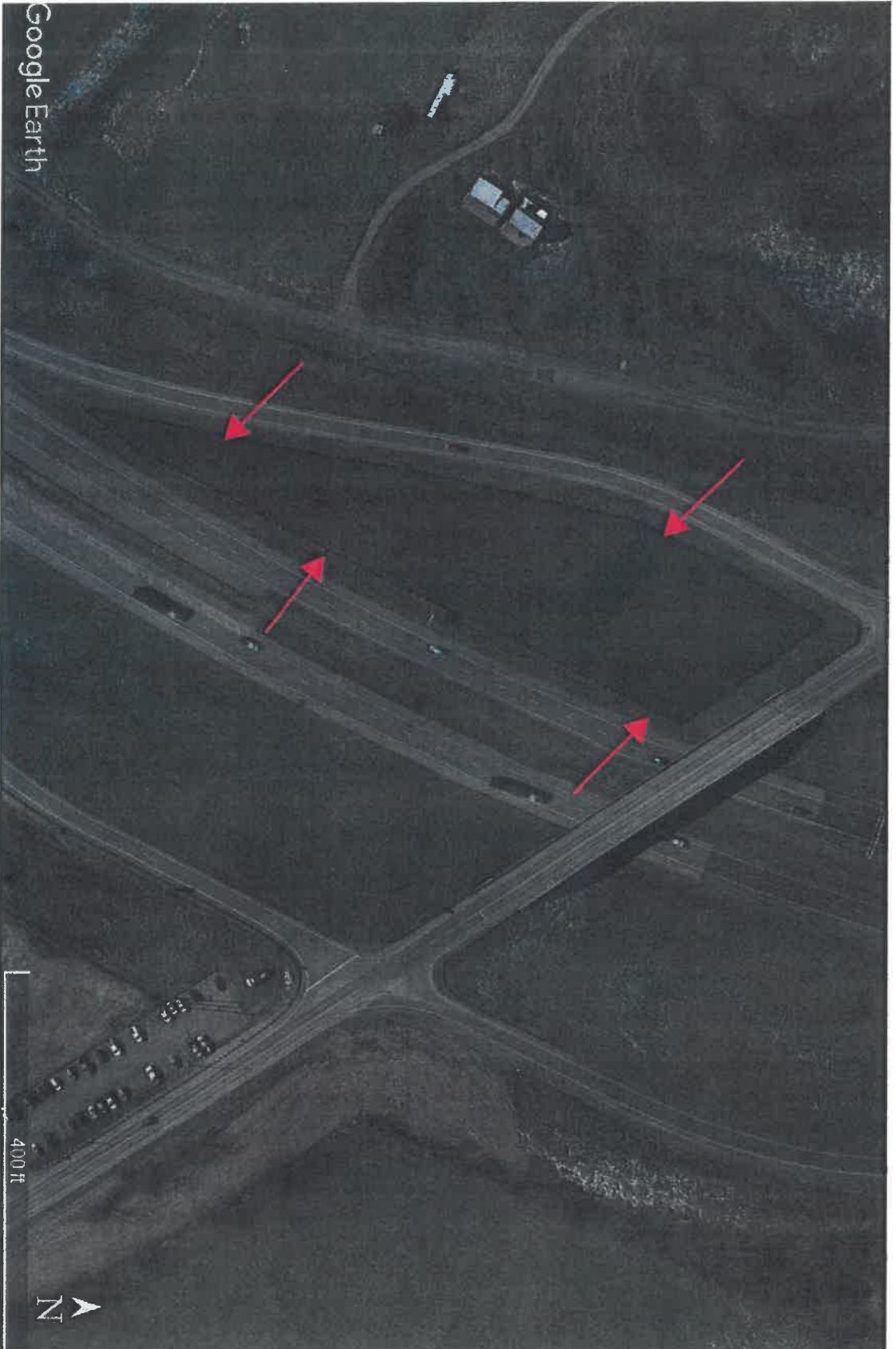
2.88acres

39.33857

-80.22183

Harrison County





Site 32

I-79 SB Exit 125 Plot 3

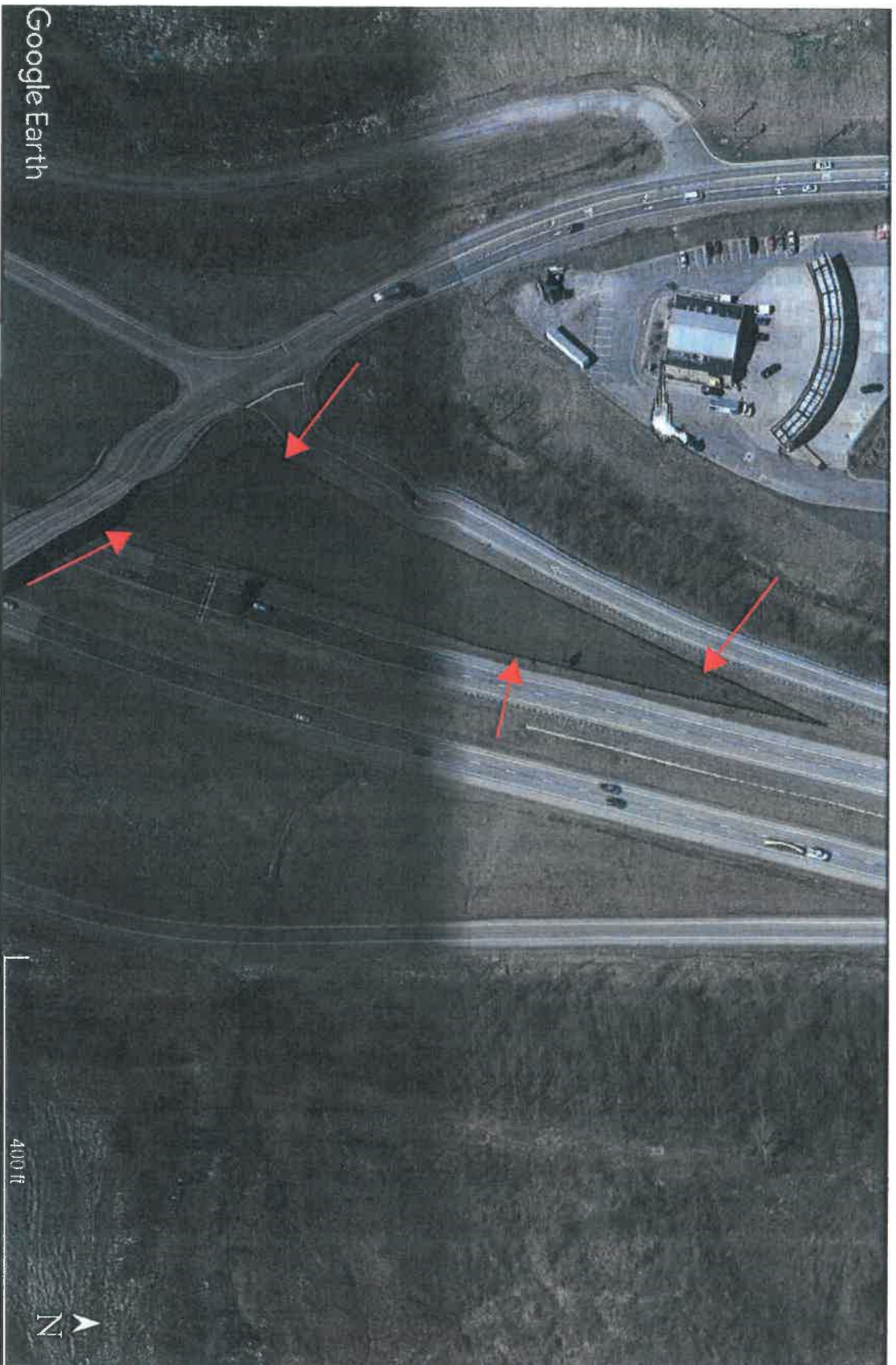
39.33778

-80.22368

Harrison County

1.97acres





Google Earth

Site 33

I-79 SB Exit 125 Plot 4

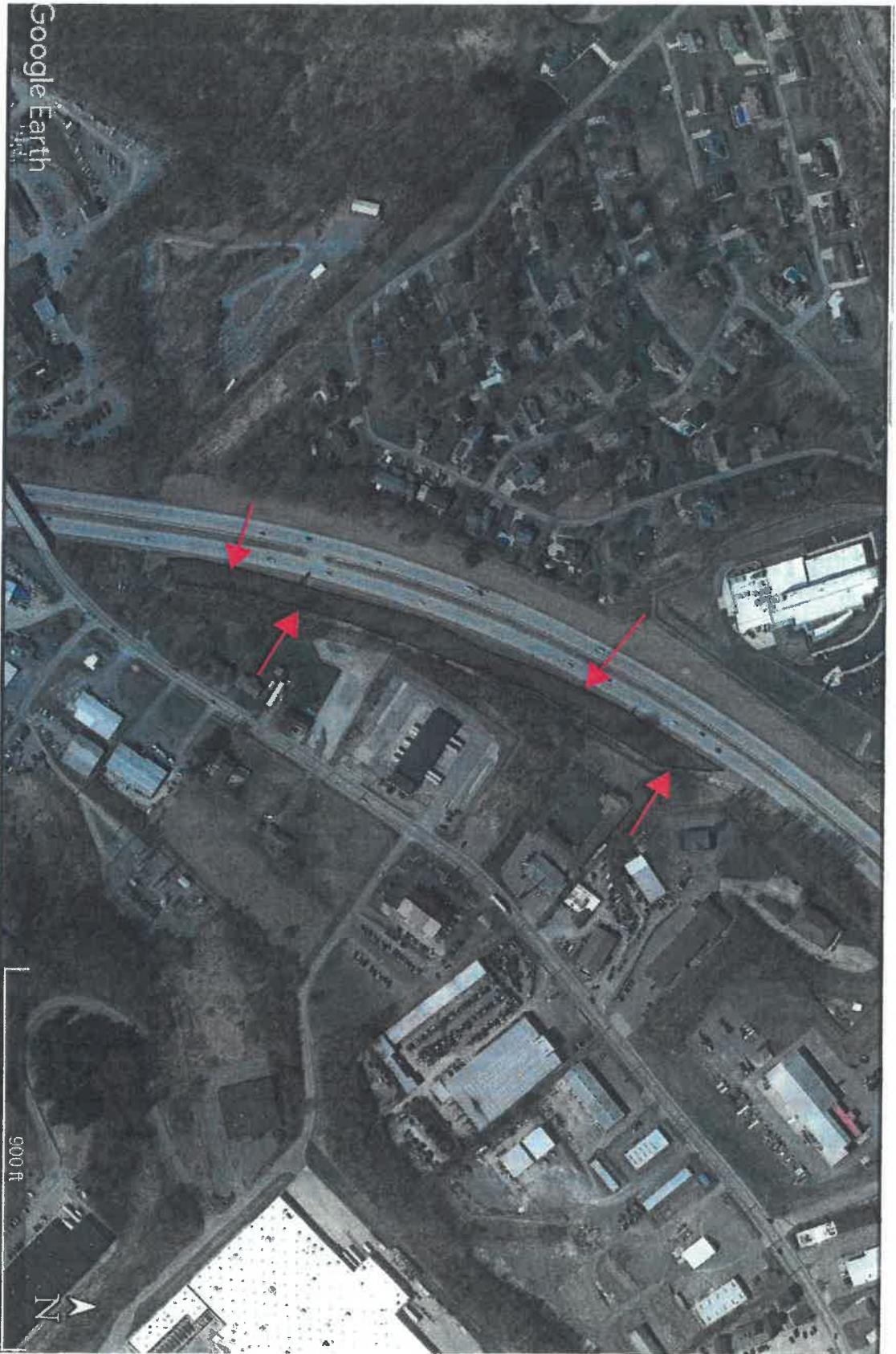
39.33869

-80.22284

Harrison County

1.22acres





Google Earth

Site 34

I-79 NB MM 132

39.42553

-80.19702

Marion County

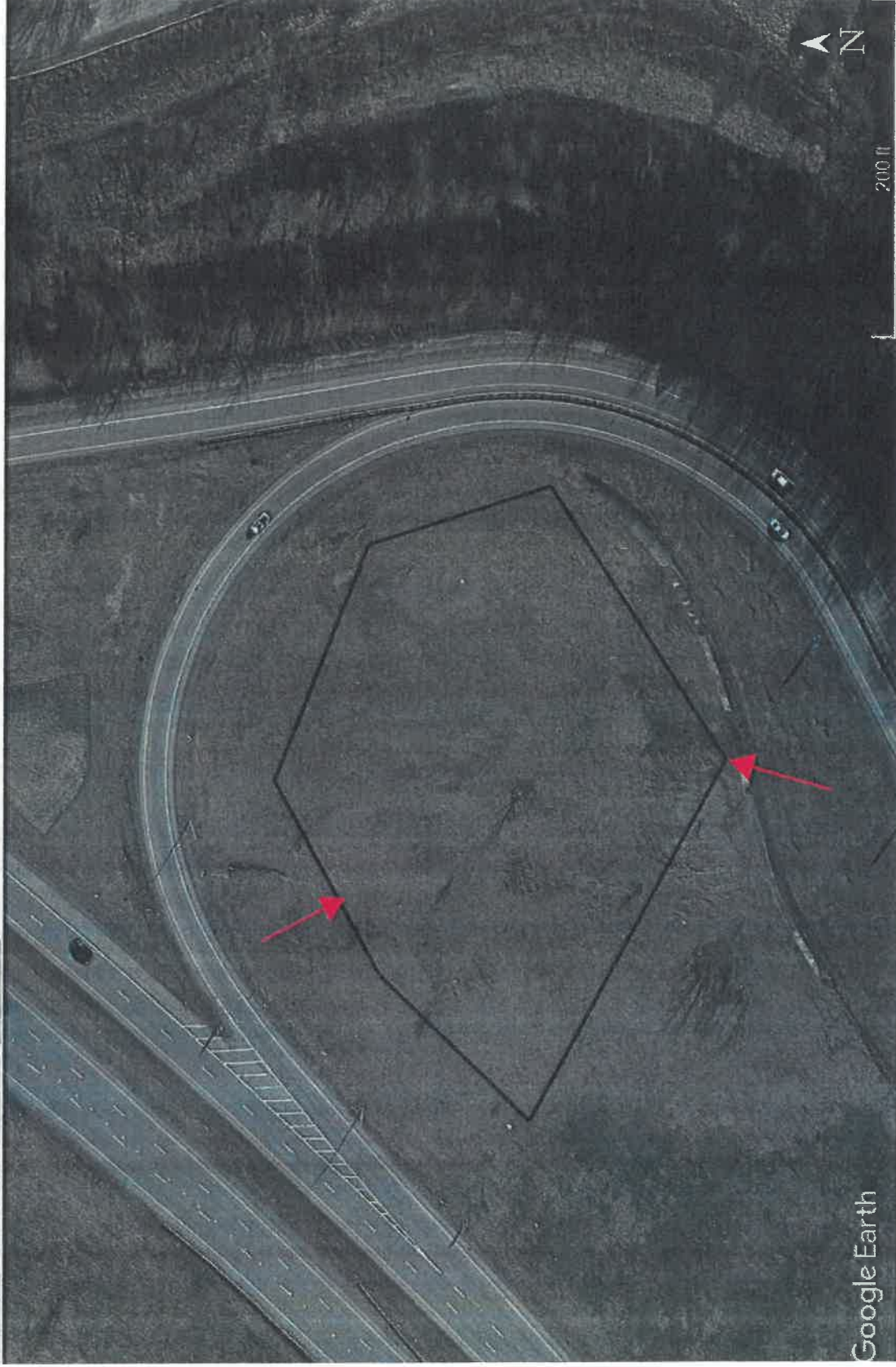
2.04acres





Site 35 **I-68 Exit 4 Sabraton Plot 1** **2.00acres**
39.61375 **-79.92087**
Monongalia County

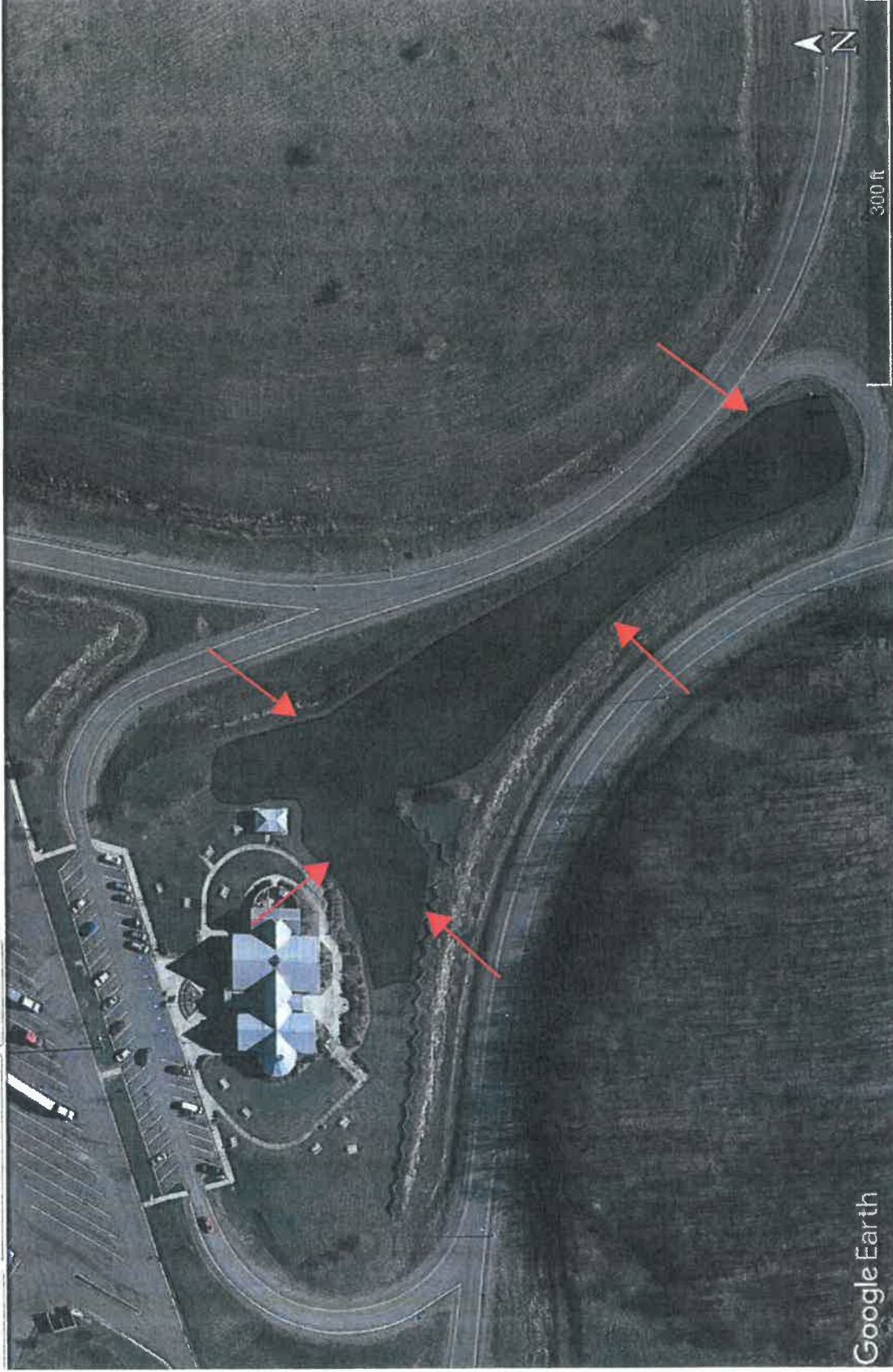




2.00acres

Site 36 I-68 Exit 4 Sabraton Plot 2
39.61197 -79.92073
Monongalia County

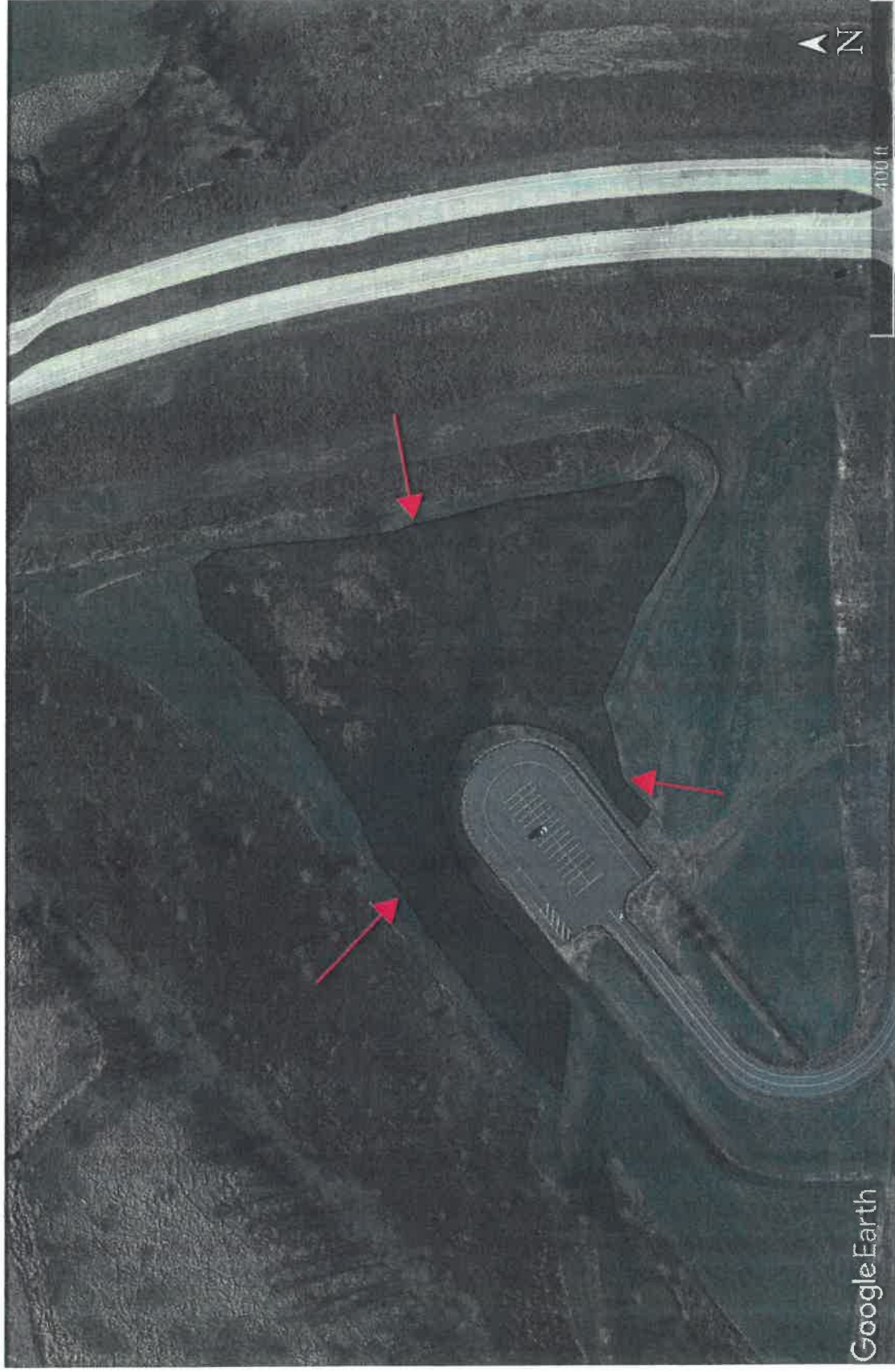




1.15 acres

Site 37 I-68 Welcome Center Plot 1
39.66310 -79.49413
Preston County

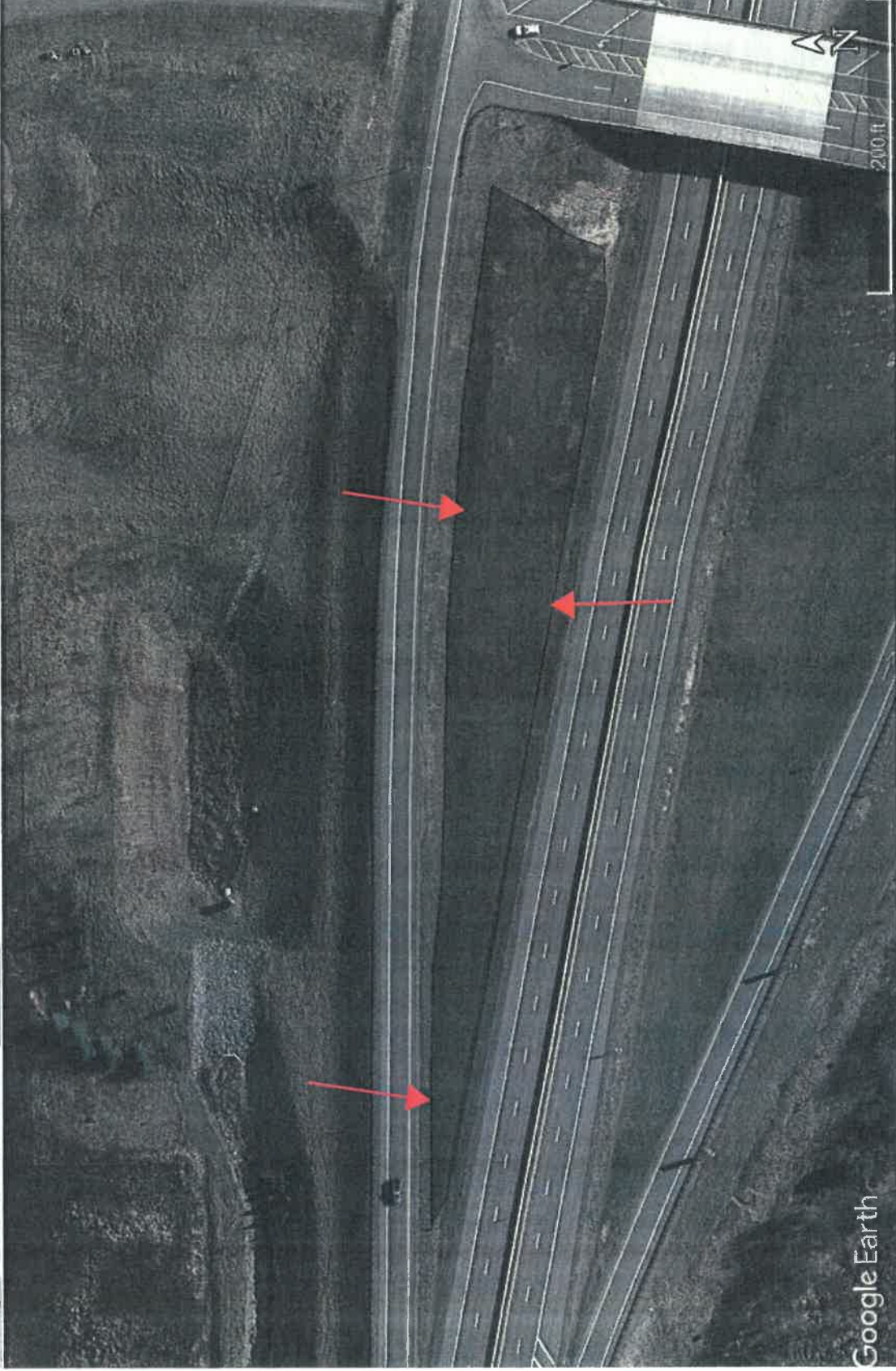




Site 38 **US 48 Corridor H Overlook**
39.14054 **-78.98168**
Hardy County

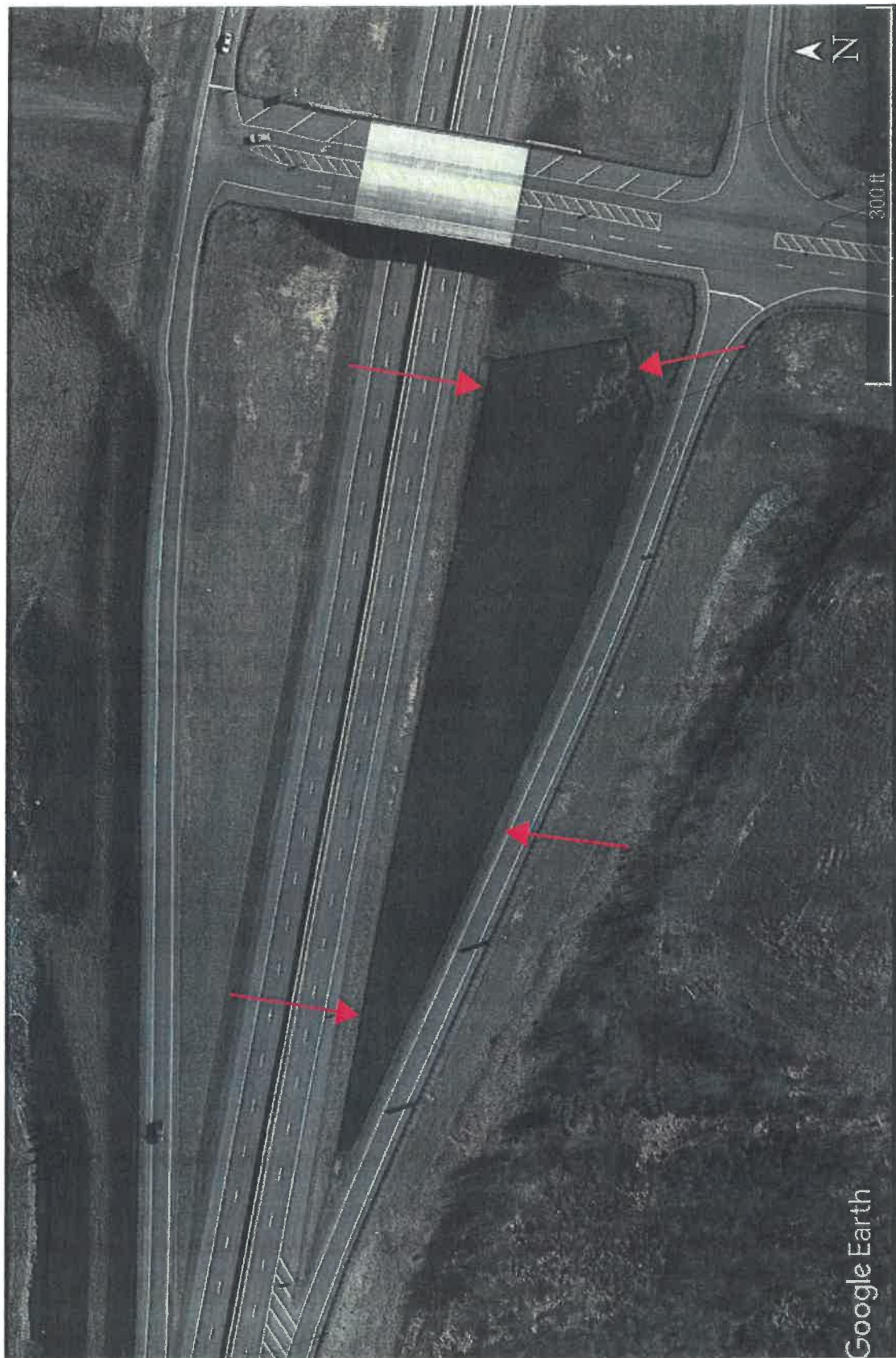
3.60 acres





Site 39 US 48 Moorefield WB re entry ramp 1.00 acres
 39.07883 -78.95291
 Hardy County





Site 40

US 48 Moorefield EB Exit Ramp

39.07828

-78.95351

Hardy County

1.40 acres



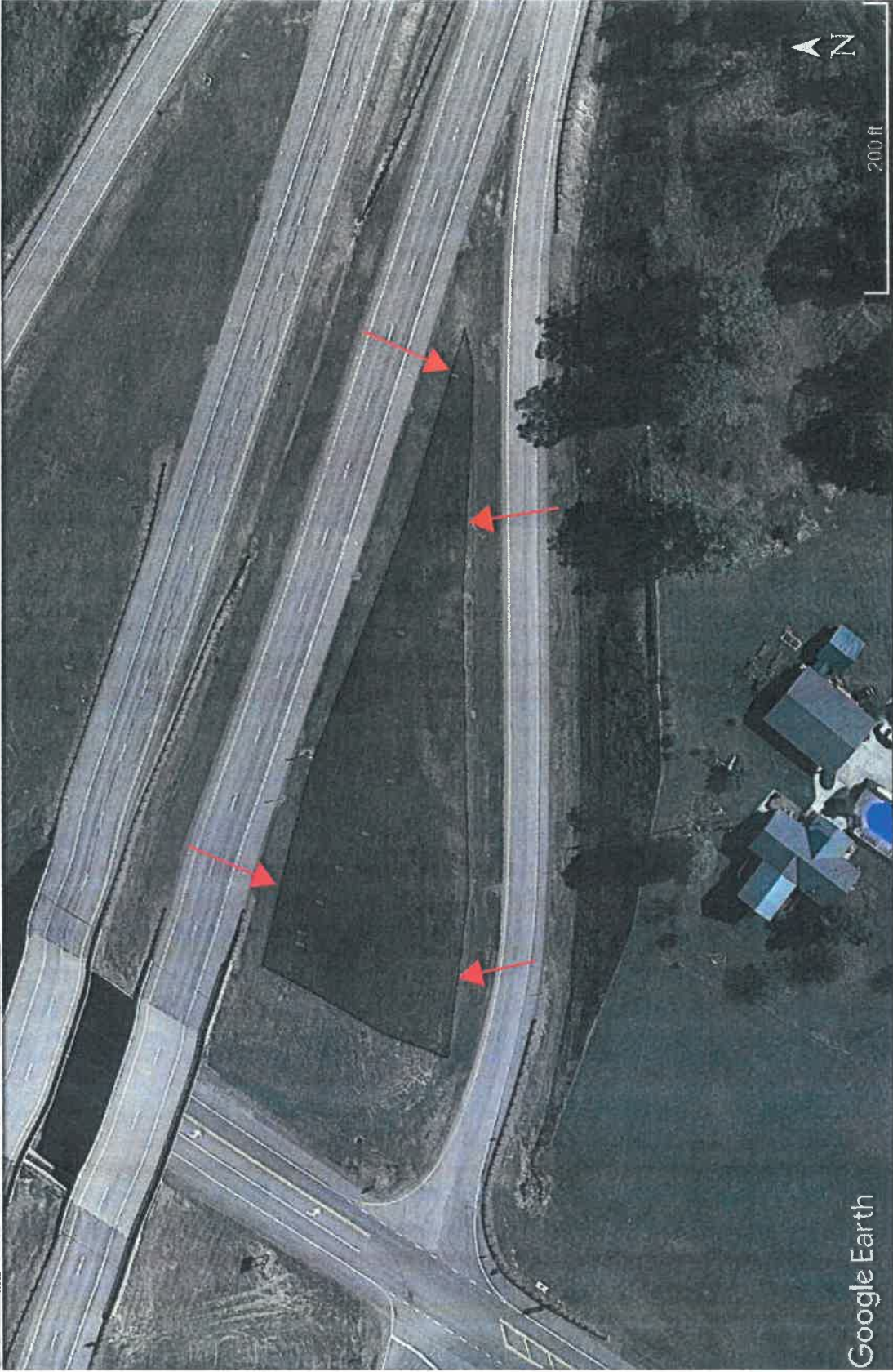


Site 41 US 48 EB Exit 121 Exit Ramp Plot 1 0.75acres
39.04590 -78.73803
Hardy County





Site 42 US 48 WB Exit 121 Exit Ramp Plot 2 1.84 acres
 39.04604 -78.74098
 Hardy County



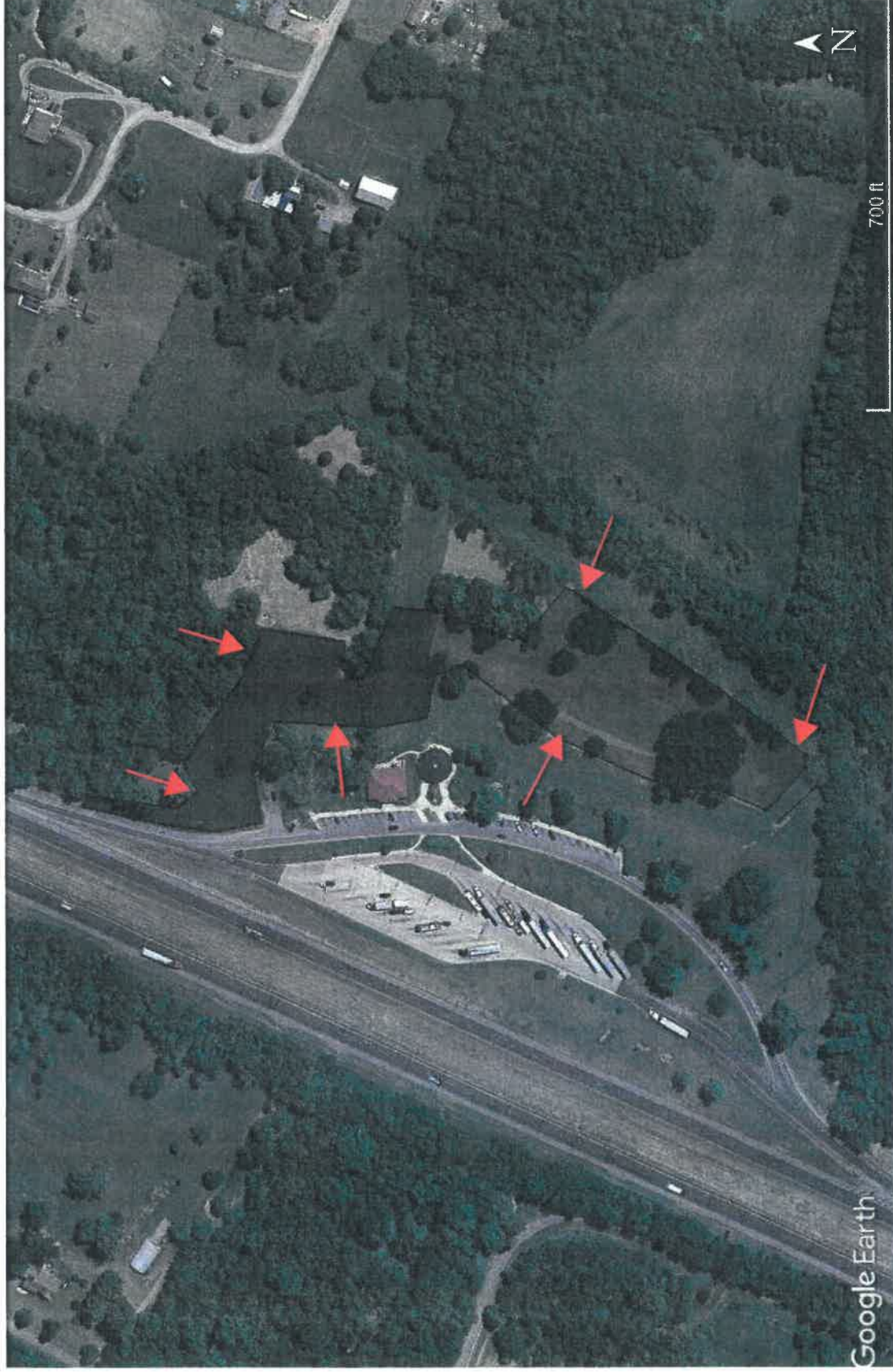
Site 43 **US 48 WB Exit 121 Entrance Ramp Plot 3** **0.60 acres**
39.04534 **-78.73863**
Hardy County





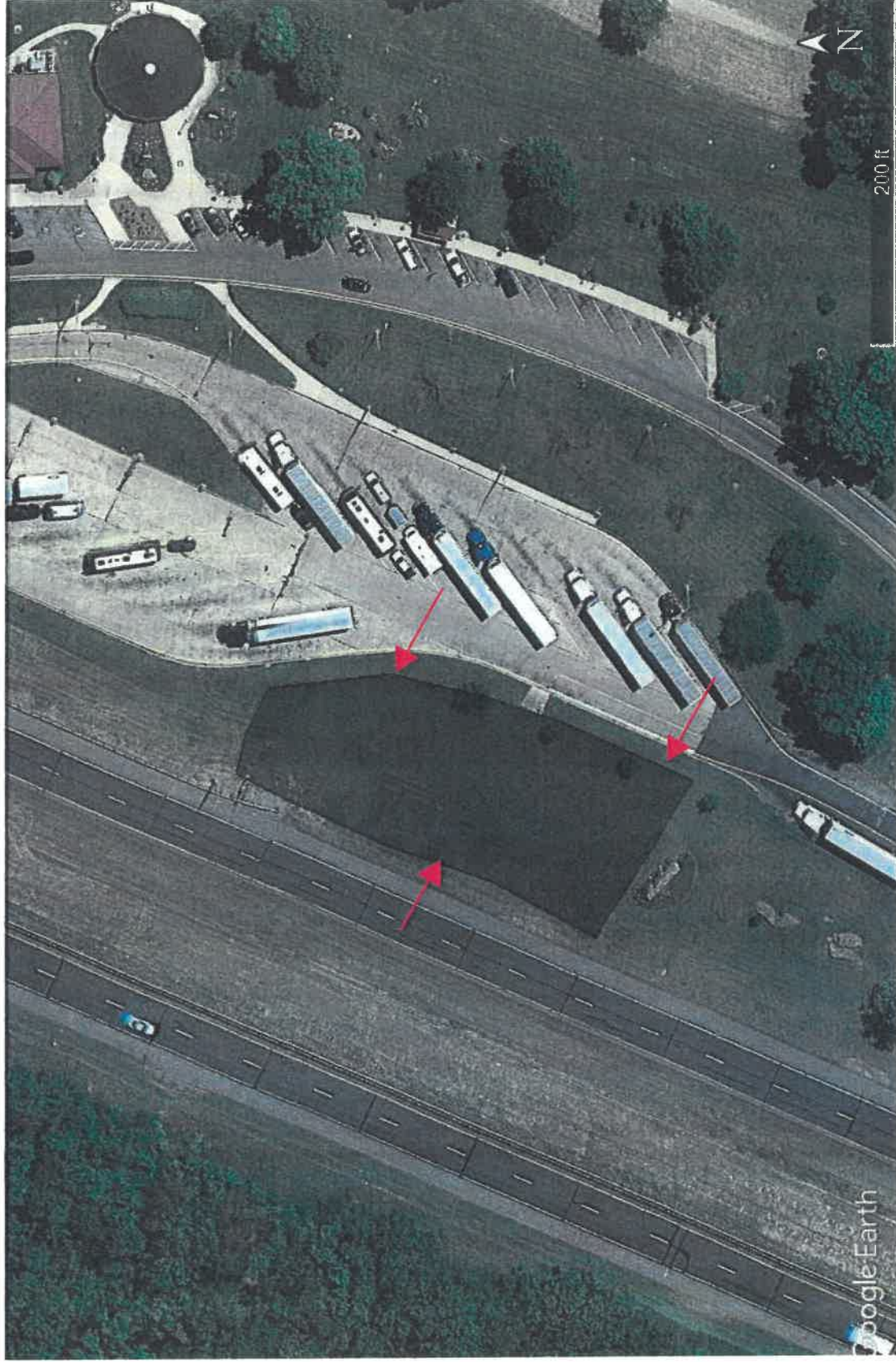
Site 44 **US 48 EB Exit 121 Entrance Ramp Plot 4** **1.32 acres**
39.04642 **-78.73998**
Hardy County





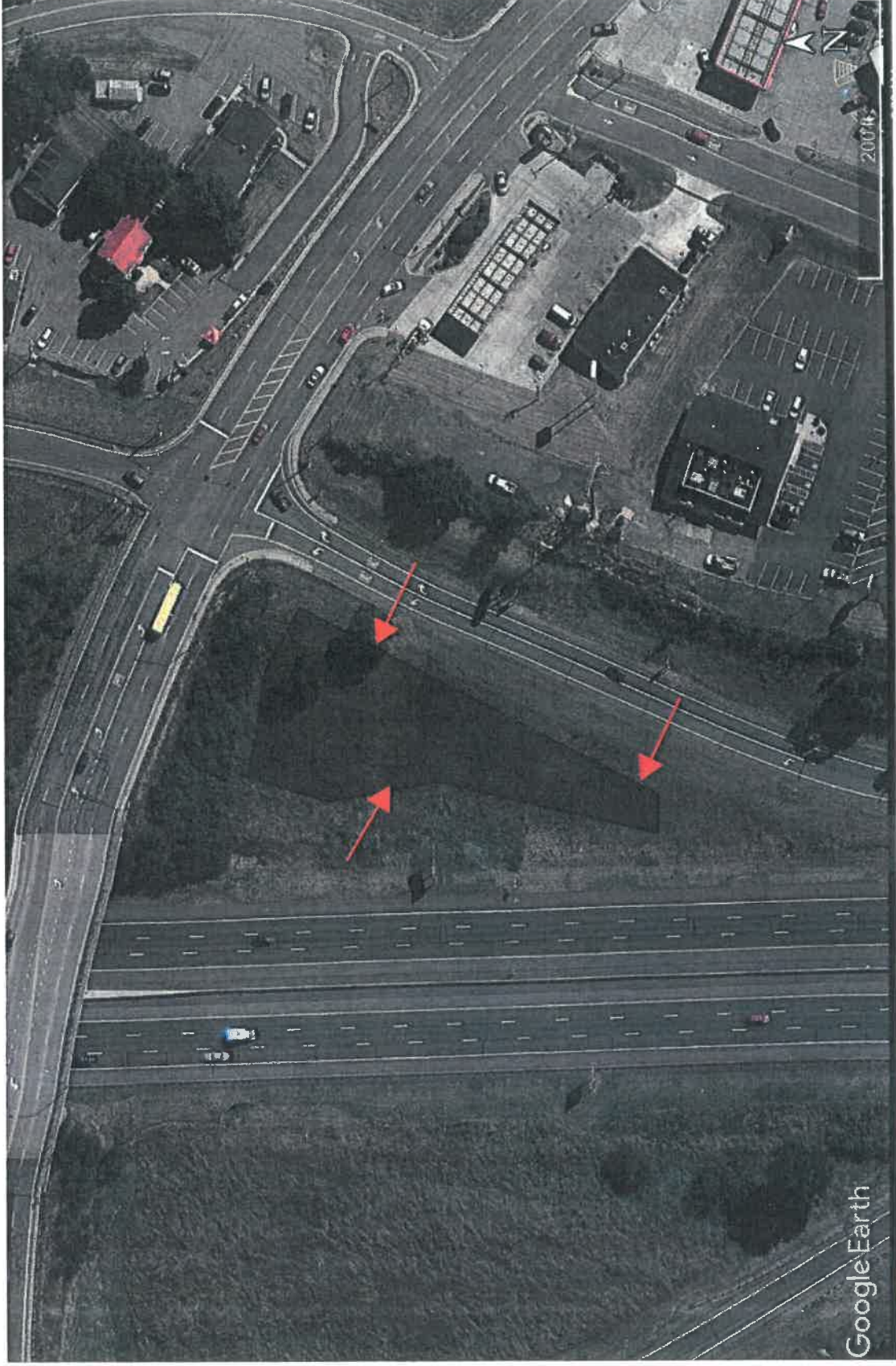
4.19 acres

Site 45 I-81 Rest Area Plot 1
39.31992 -78.07017
Berkeley County



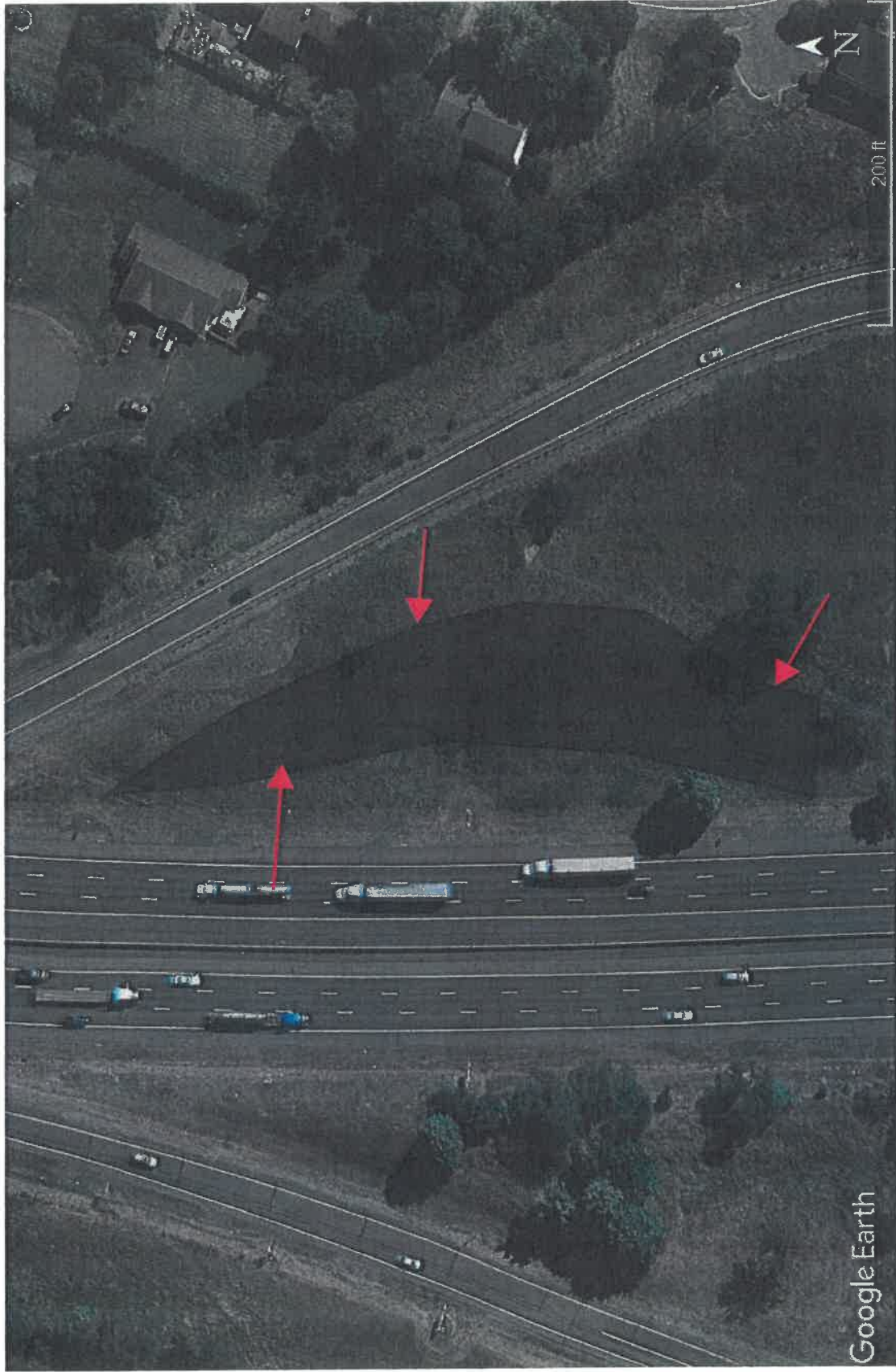
0.47 acres

**Site 46 I-81 Rest Area Plot 2
39.32031 -78.07209
Berkeley County**



0.53 acres

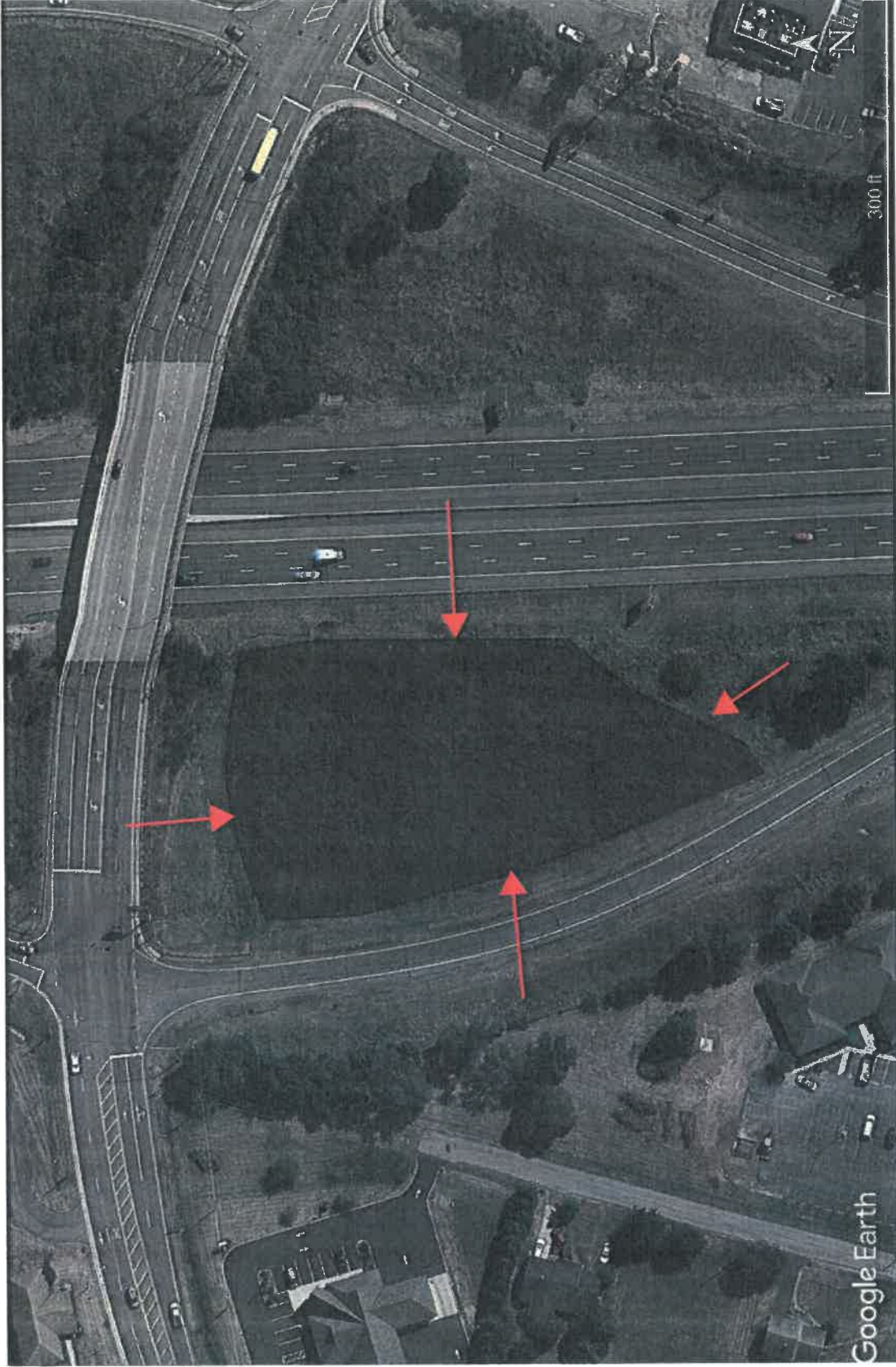
**Site 47 I-81 N Exit 13 Plot 1
39.46421 -77.98942
Berkeley County**



0.73 acres

Site 48 I-81 N Exit 13 Plot 2
39.46607 77.98960
Berkeley County

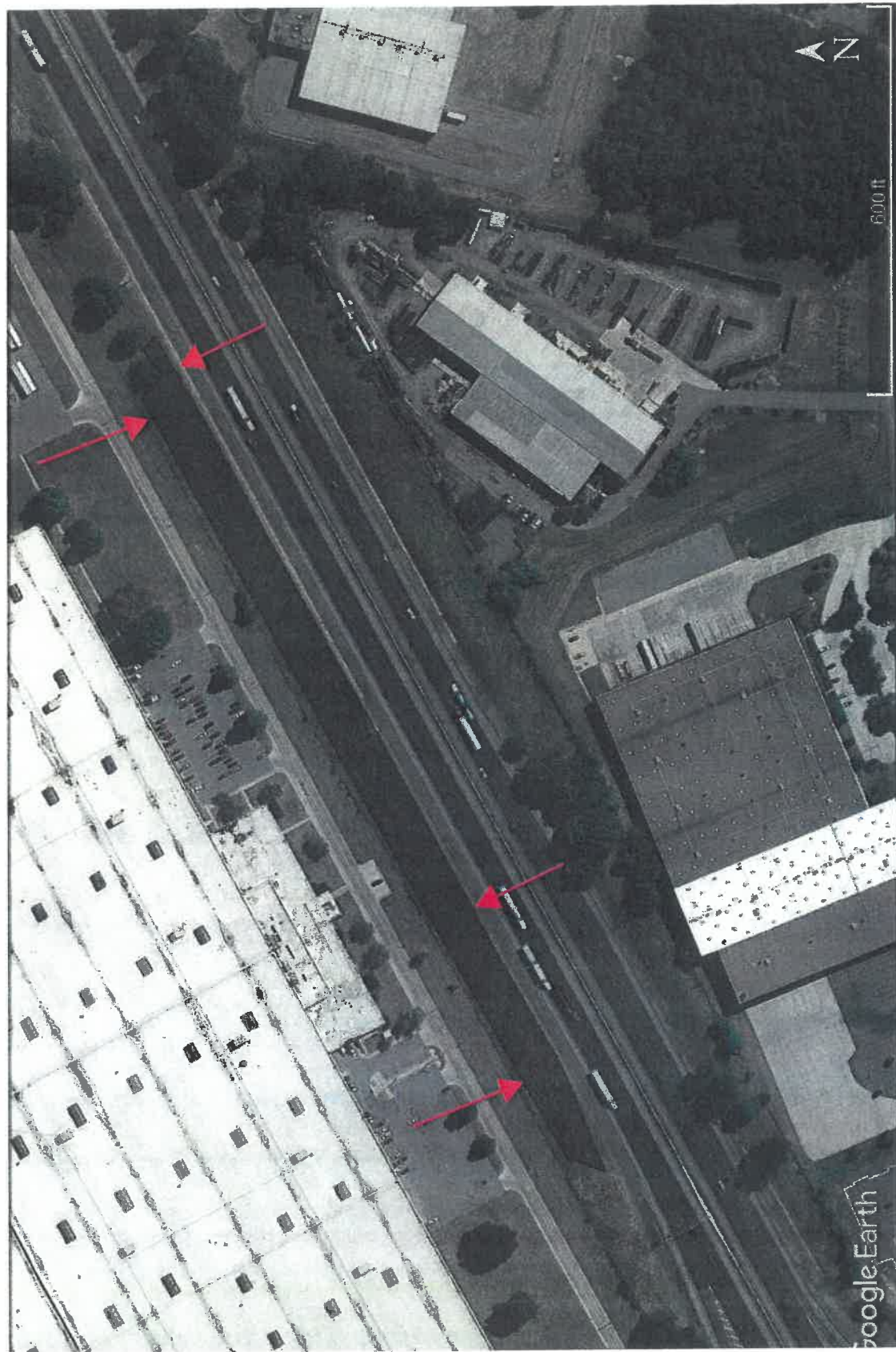




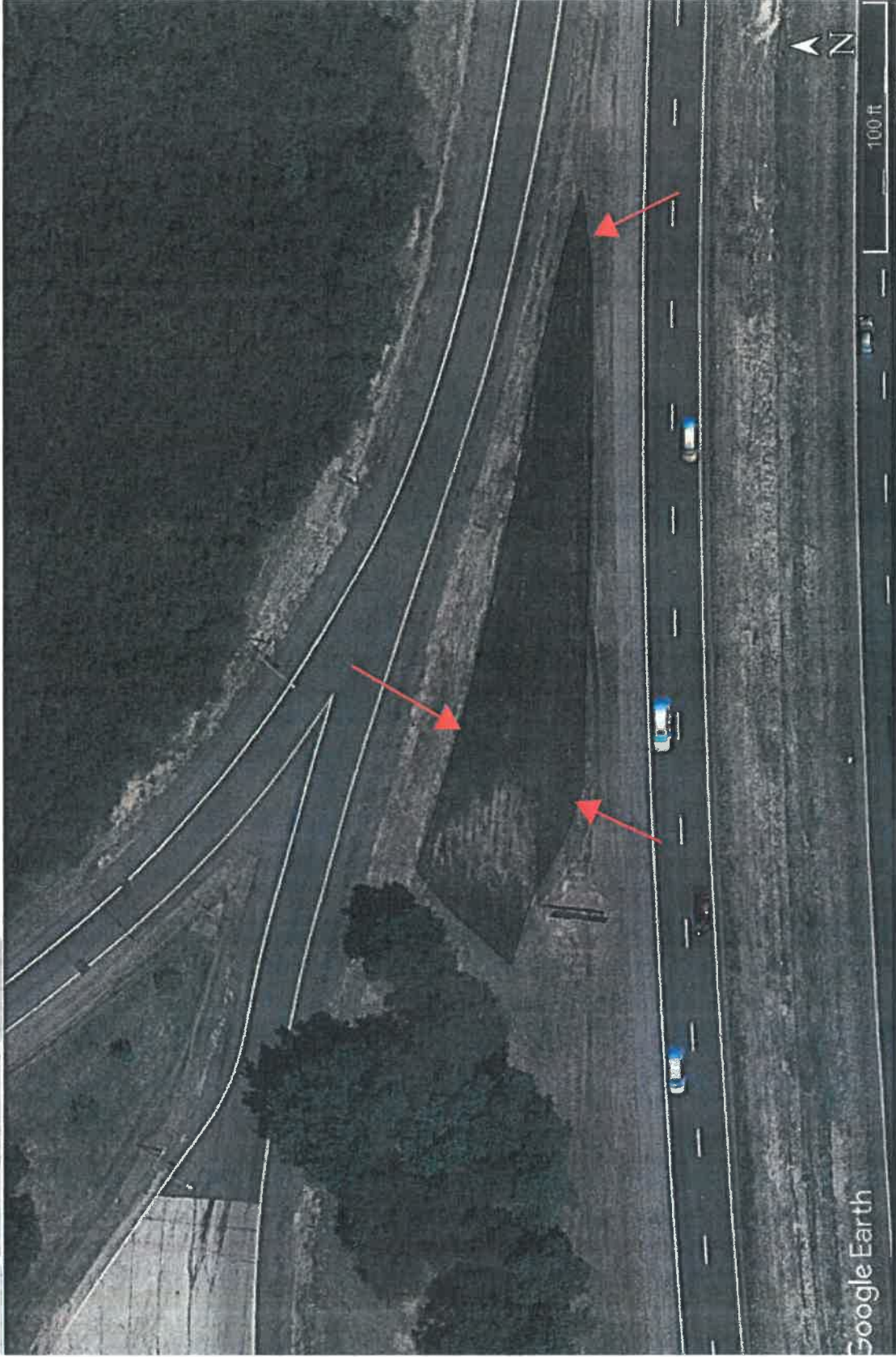
1.56 acres

**I-81 S Exit 13 Plot 3
39.46432 -77.99085
Berkeley County**

Site 49



Site 50 **I-81 S right before Exit 16W** **2.09 acres**
39.50052 **-77.95038**
Berkeley County



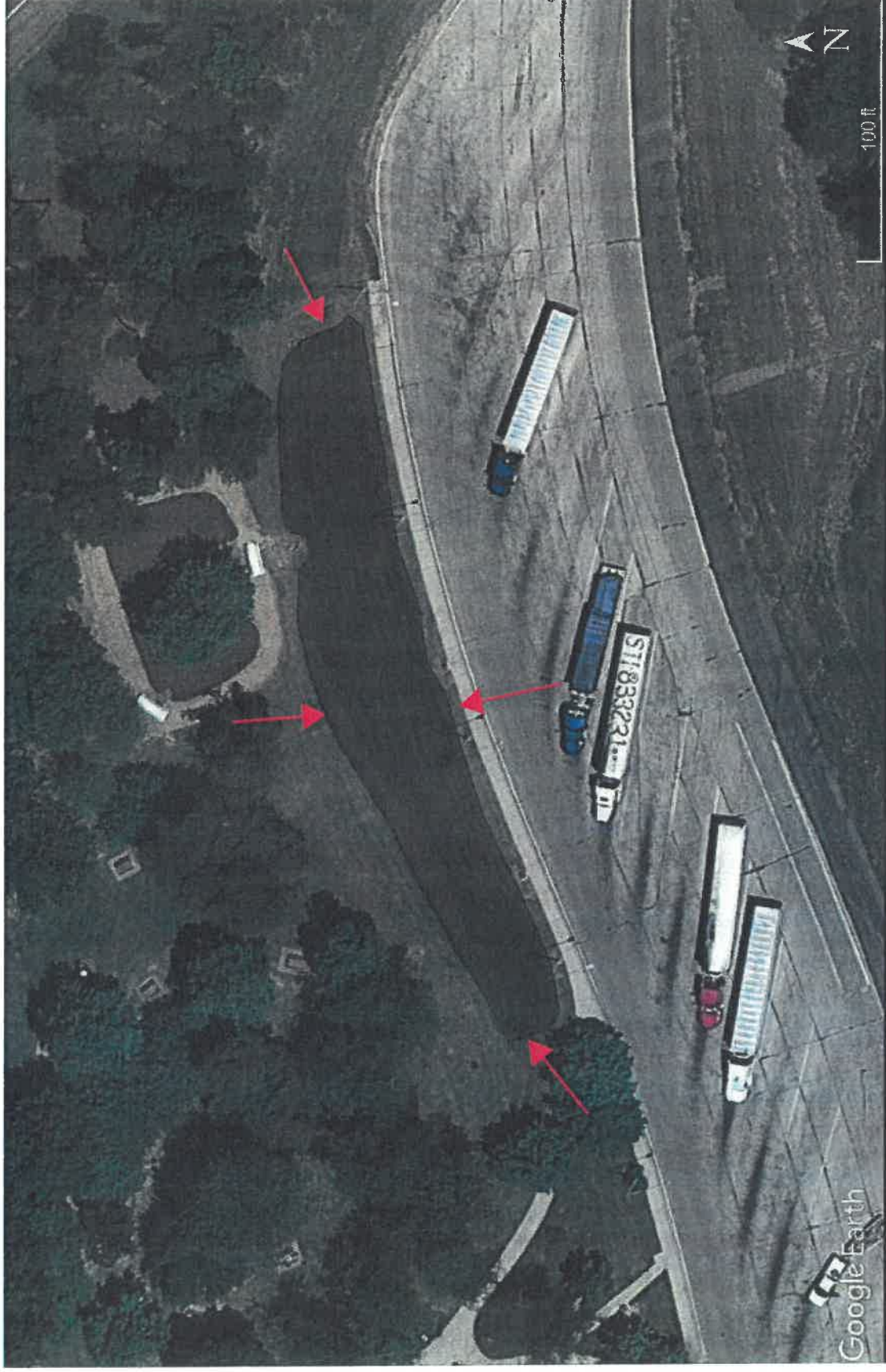
0.22acres

Site 51 I-81 S Welcome Center Plot 1

39.58634 -77.84491

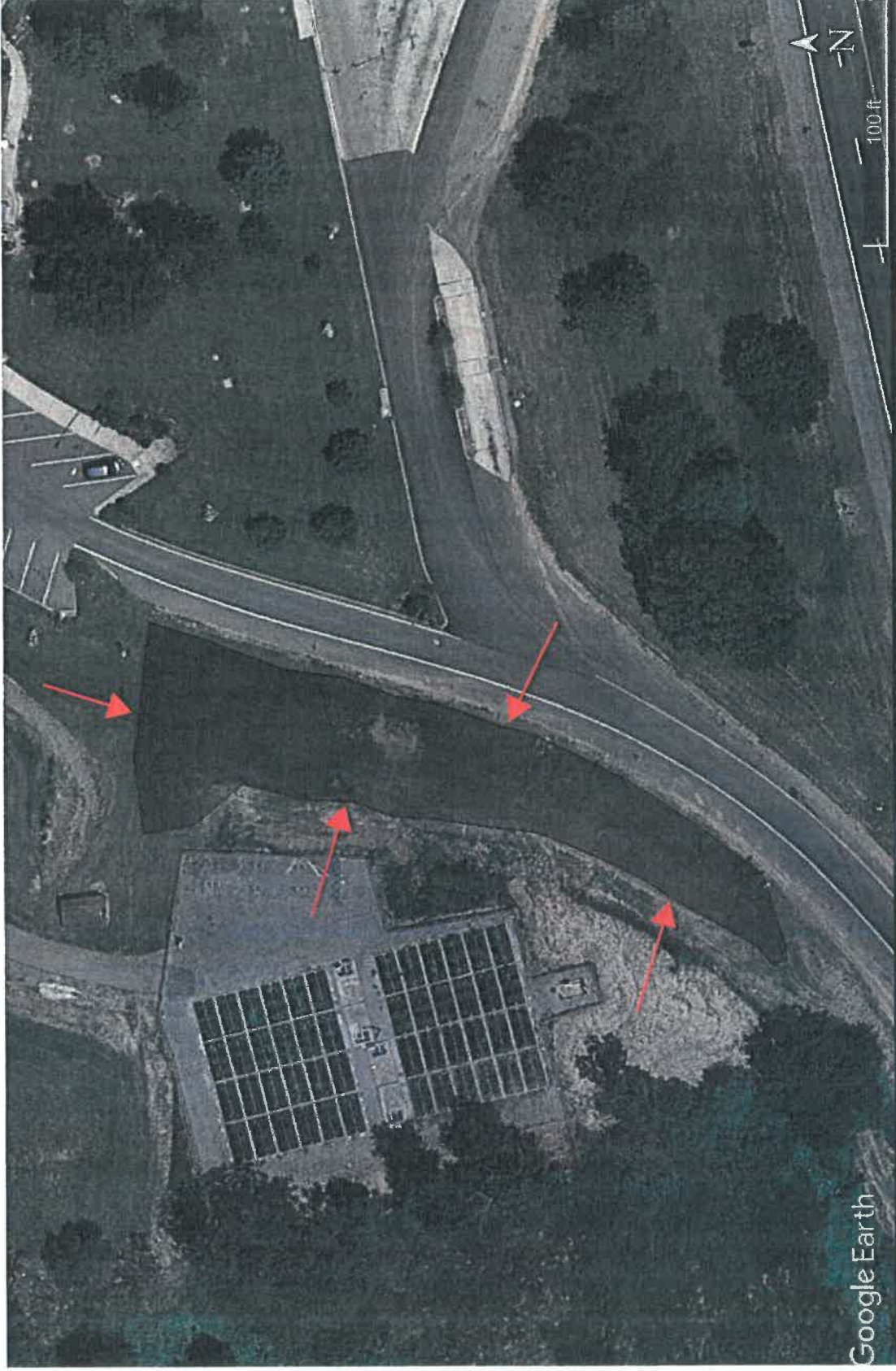
Berkeley County





Site 52 **I-81 S Welcome Center Plot 2** **0.22 acres**
39.58685 **-77.84675**
Berkeley County





0.28 acres

Site 53 I-81 S Welcome Center Plot 3

39.58640 -77.84879

Berkeley County





Site 54 I-81 S Welcome Center Plot 4 0.23 acres
39.58746 -77.84783
Berkeley County





0.78 acres

Site 55 RT. 9 Bike Path Plot 1
39.38323 -77.89462
Jefferson County





Site 56

RT. 9 Bike Path Plot 2

39.38521

-77.89412

Jefferson County

0.57 acres





1.93 acres

RT. 9 Bike Path Plot 3
39.38299 -77.89419
Jefferson County

Site 57





0.80 acres

Site 58 RT. 9 Bike Path Plot 4

39.37477 -77.88519

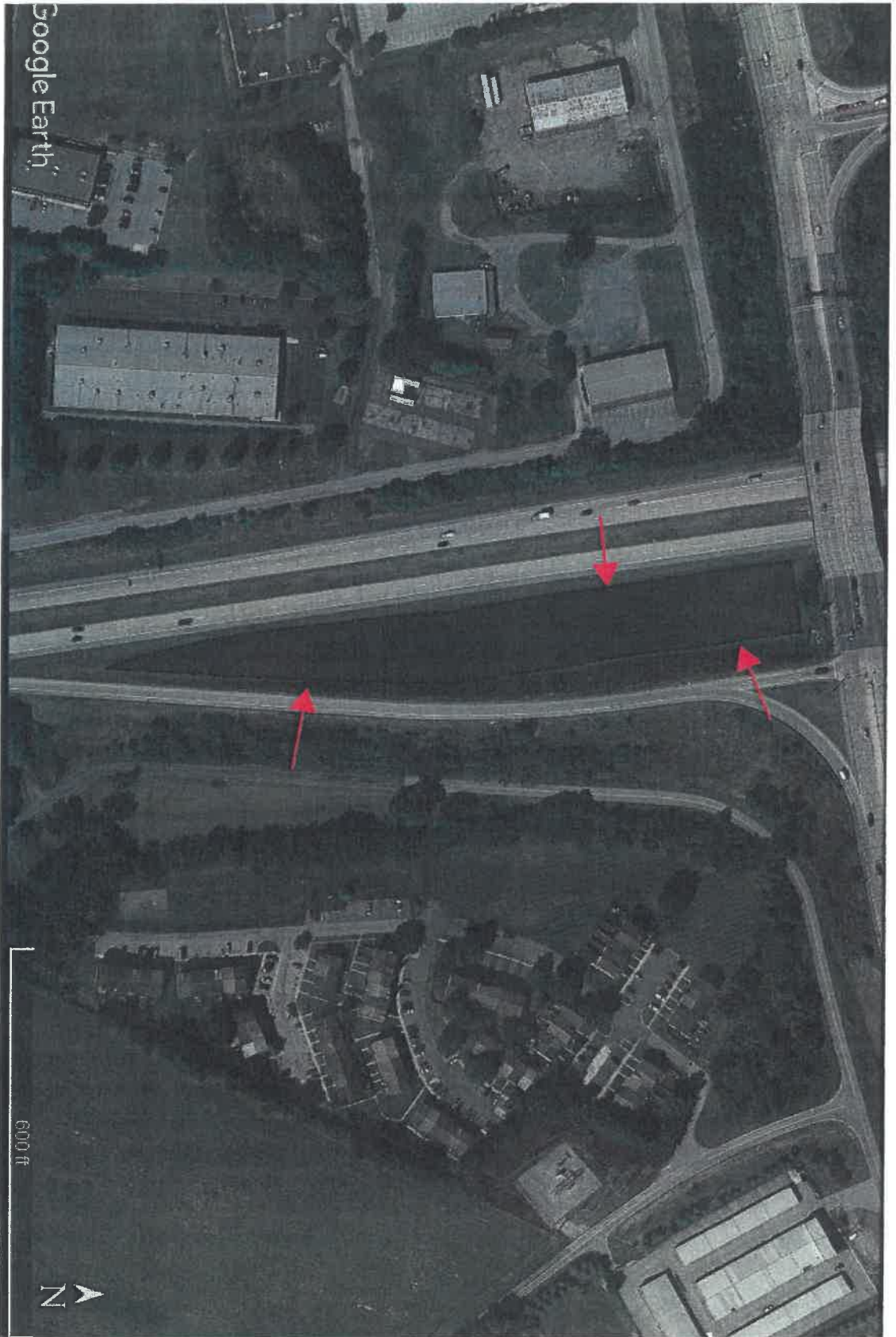
Jefferson County





1.80 acres

Site 59 RT. 9 Bike Path Plot 5
39.36774 -77.87336
Jefferson County



Google Earth

Site 60

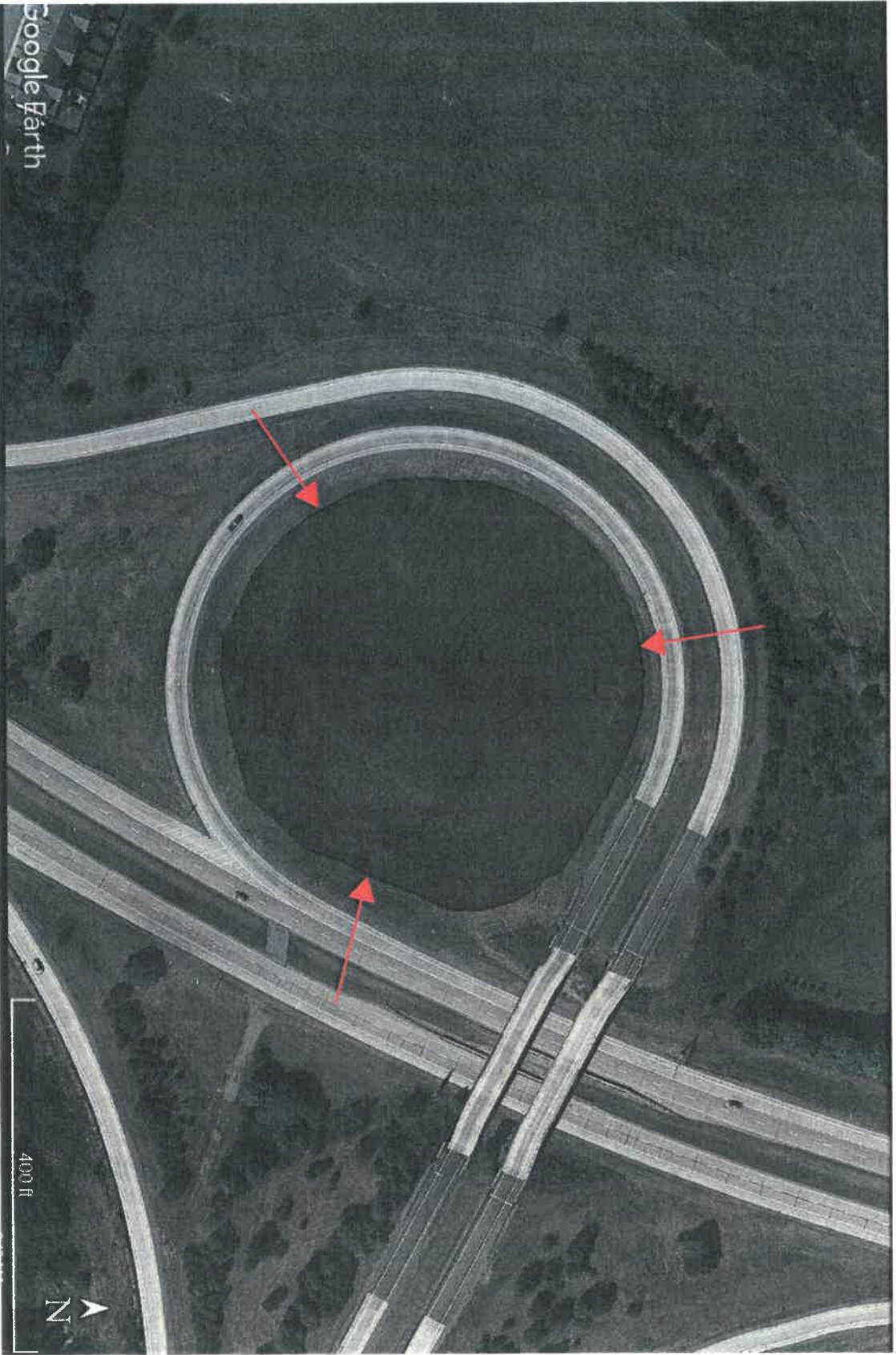
RT. 9 WB Charles Town exit

2.18 acres

39.29439 -77.83885

Jefferson County





Site 61

RT. 9 WB US 340 I/C

3.80 acres

39.28023 -77.84054

Jefferson County





Site 62

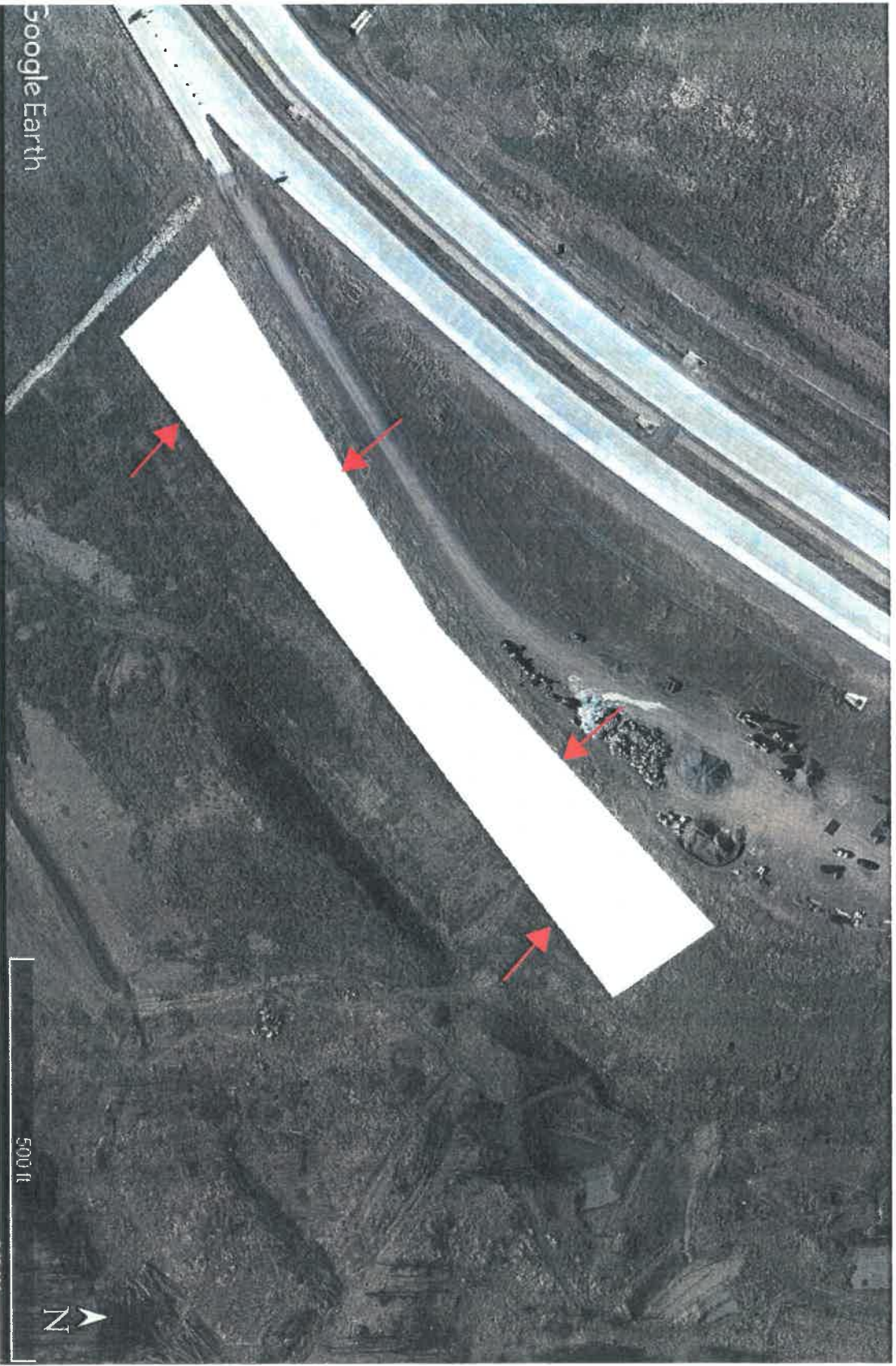
US-48 Corridor H WB MM 123

2.38 acres

39.04752 -78.70526

Hardy County





Site 63

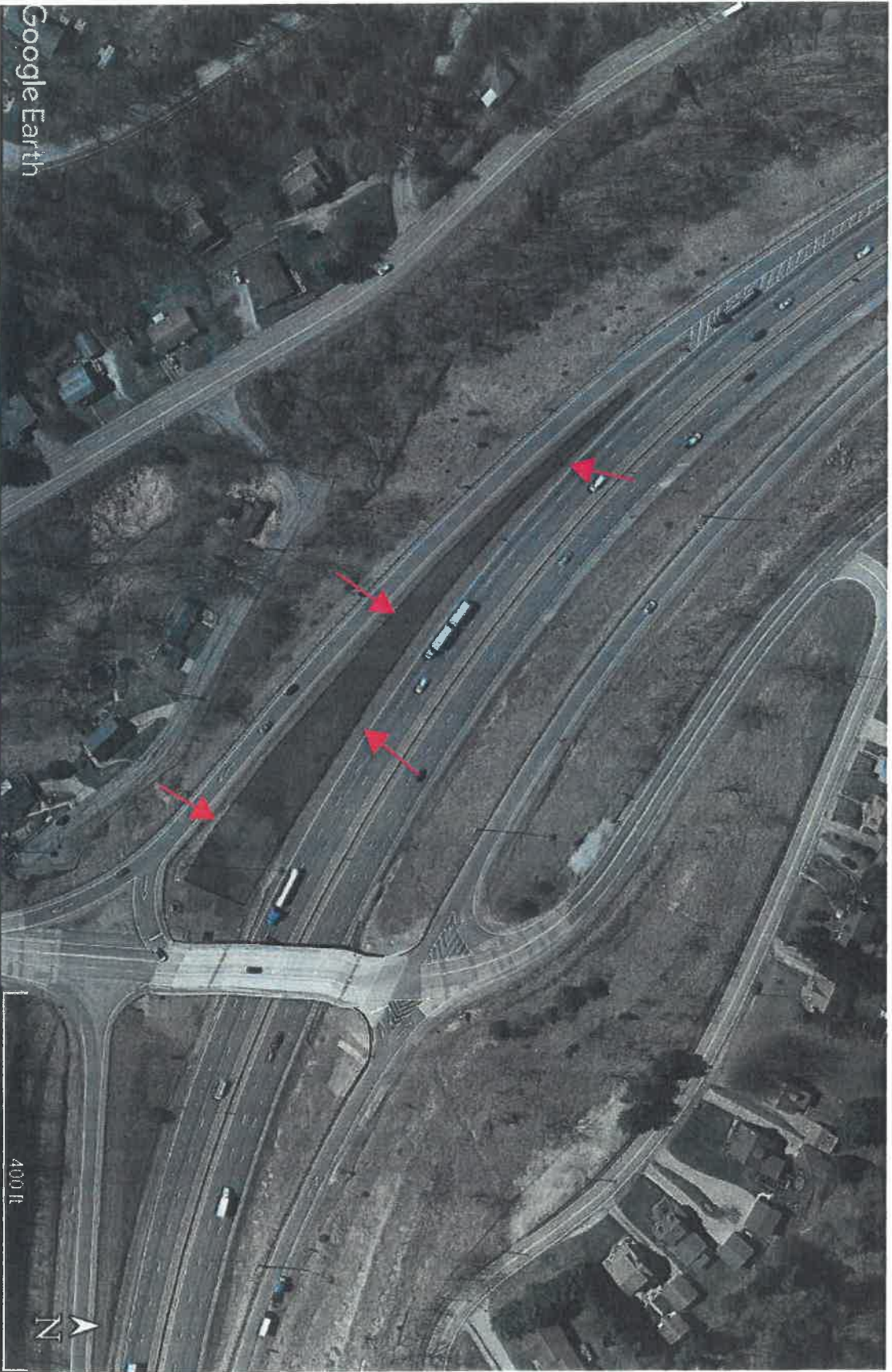
US-48 Corridor H Overlook just past CR 93

2.38acres

39.222007 -79.19214

Hardy County





Site 64

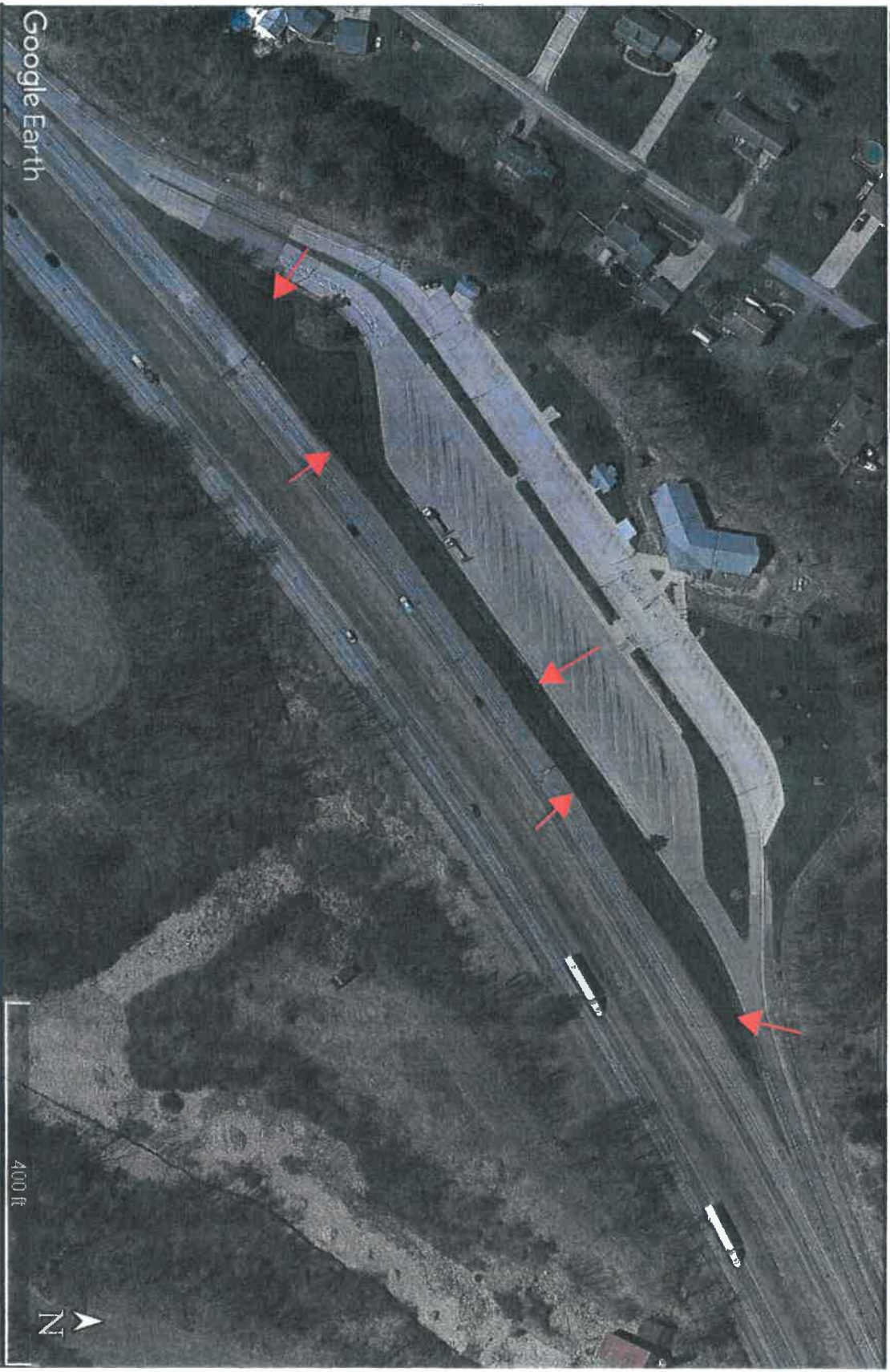
I-470 Exit 2

0.58 acres

40.04902 -80.69520

Ohio County





Google Earth



Site 65

I-70 WB Welcome Center

0.77 acres

40.09073 -80.53658

Ohio County





Google Earth

Site 66

I-79 SB Exit 57

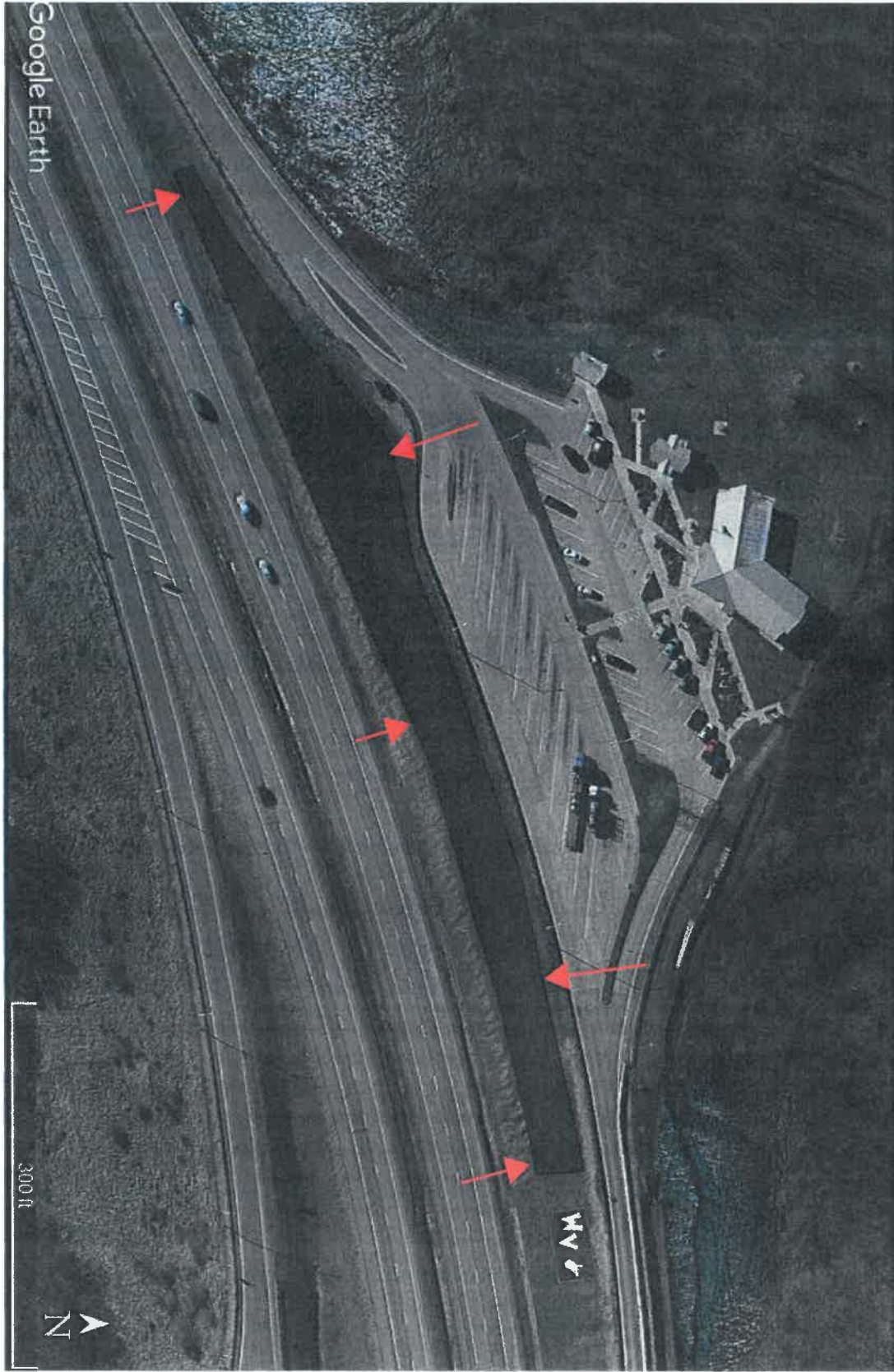
1.50 acres

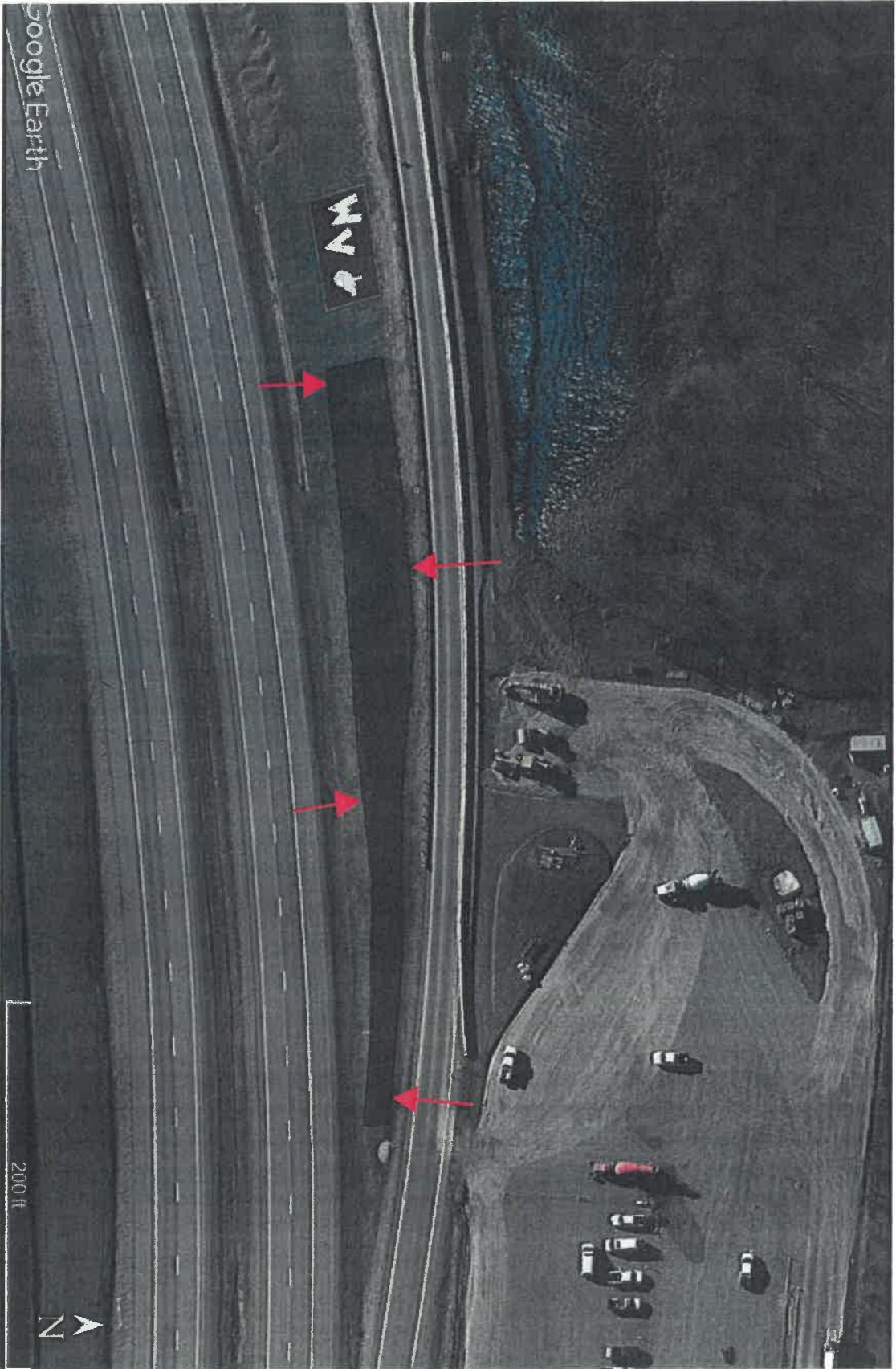
38.61791 -80.75769

Braxton County



Site 67 I-79 Rest Area SB MM 83 Plot 1 0.80acres
38.91272 -80.59548
Lewis County





Site 68

I-79 Rest Area SB MM 83 Plot 2

0.23acres

38.91305 -80.59335

Lewis County





Site 69

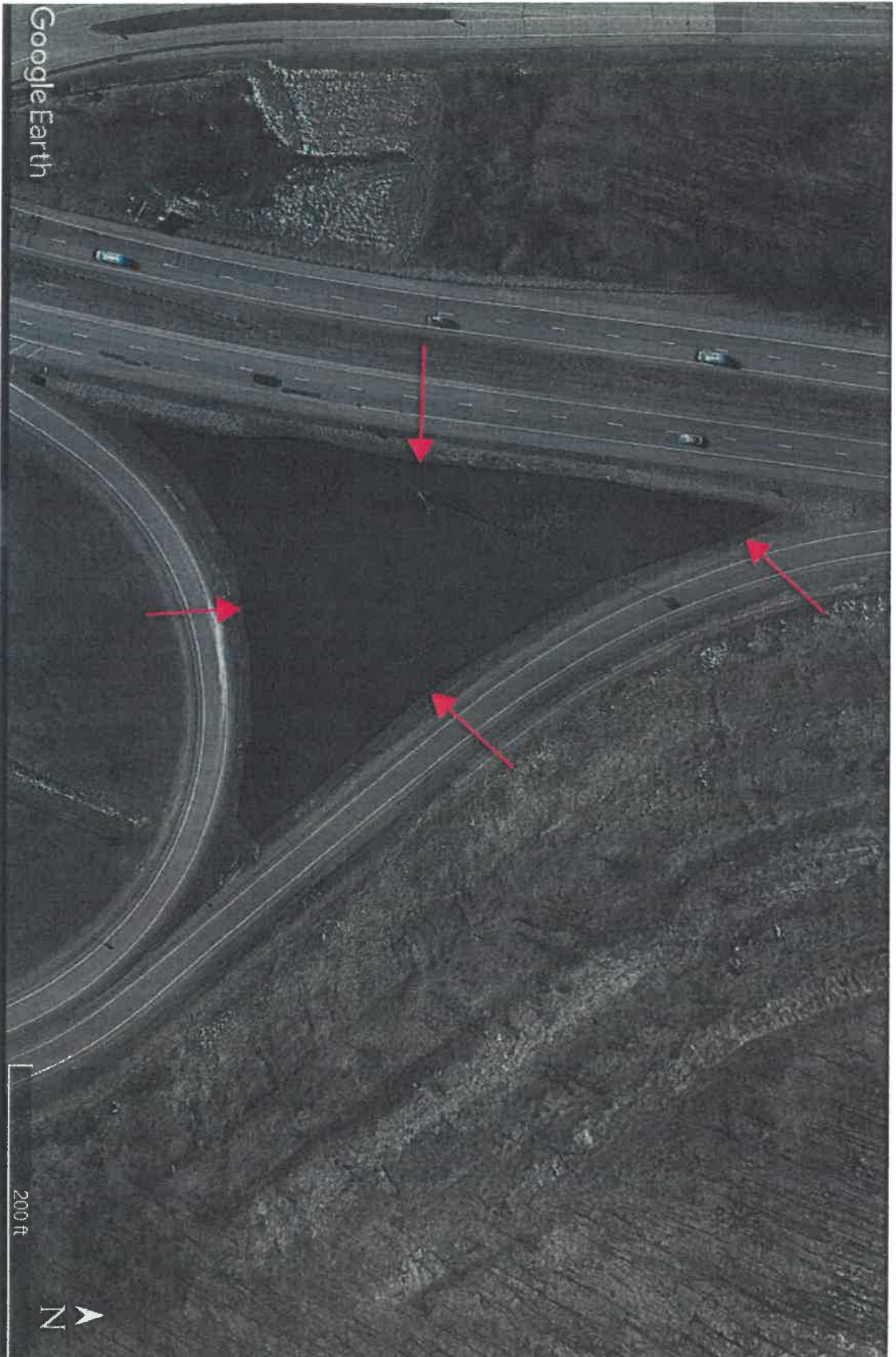
I-79 Exit 91 Plot 1

3.33acres

38.96384 -80.51422

Lewis County





Google Earth

Site 70

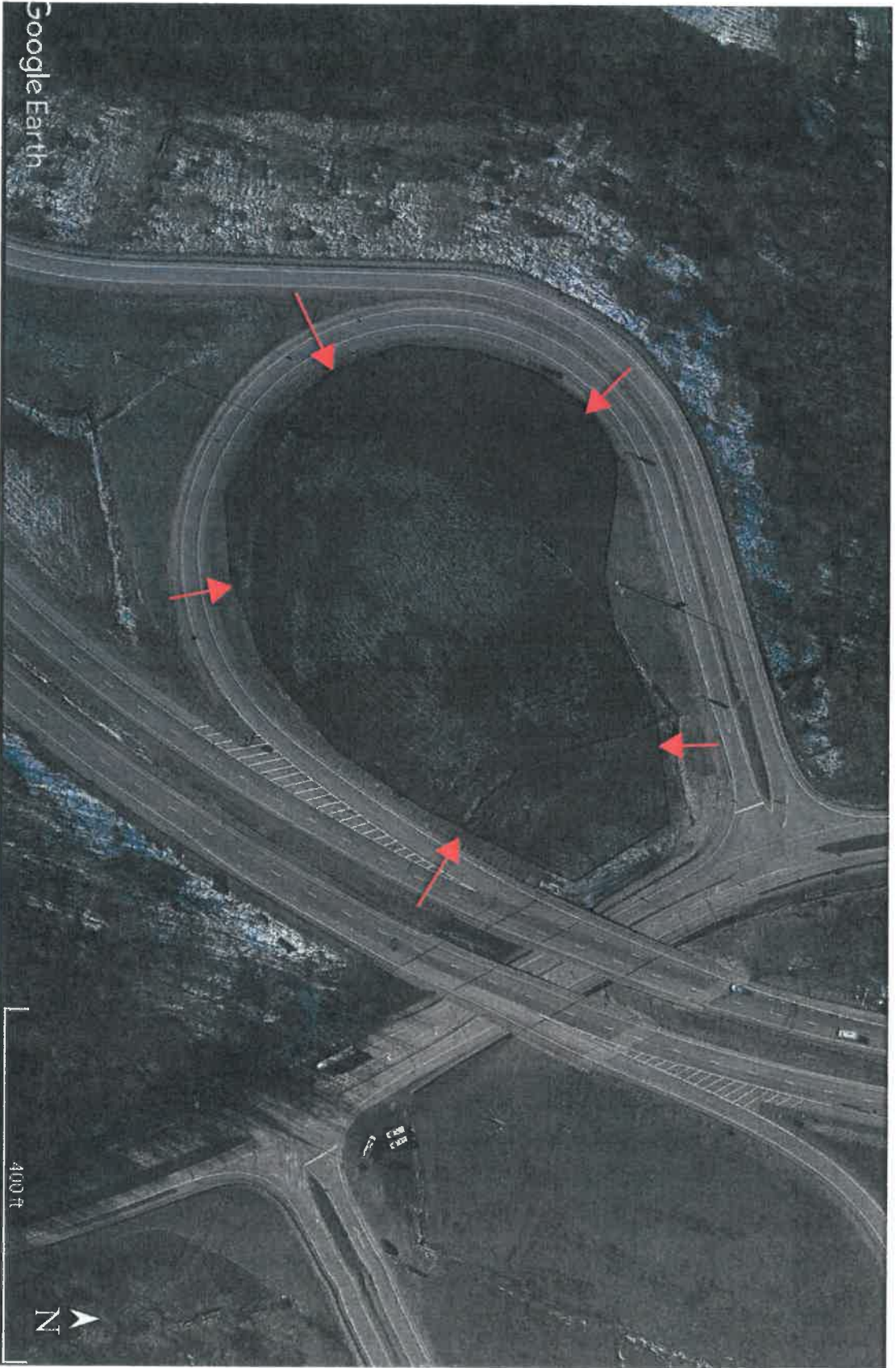
I-79 Exit 91 Plot 2

1.21 acres

38.96483 -80.51442

Lewis County





Site 71

I-79 Exit 91 Plot 3

3.74 acres

38.96339 -80.51671

Lewis County





Site 72

I-79 Exit 91 Plot 4

1.90 acres

38.96206 -80.51726

Lewis County





Google Earth

Site 73

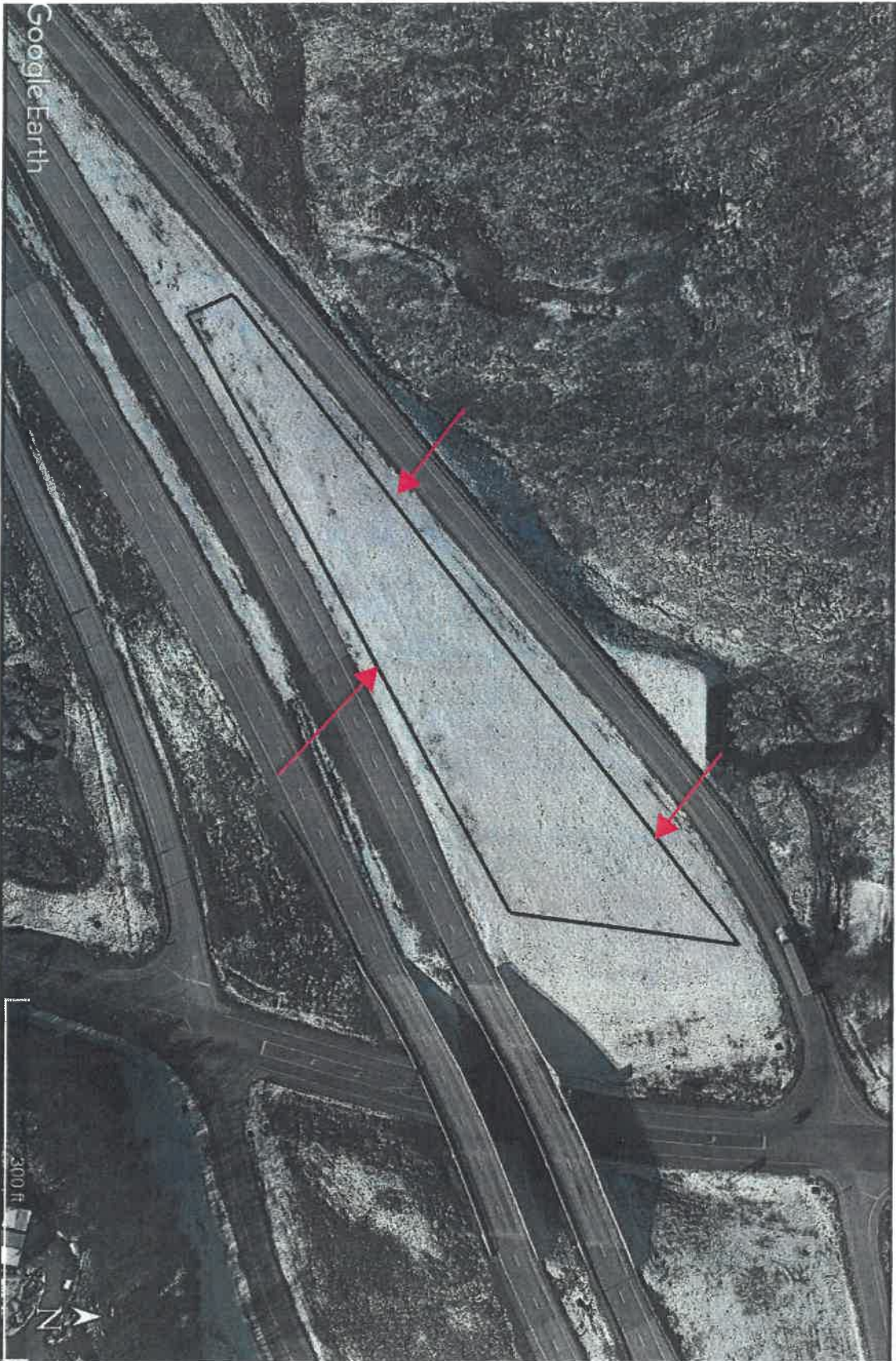
I-79 SB MM 76.5

38.82500 -80.66668

Braxton County

1.20acres





Site 74

US 219 Elkins Exit Plot 1

1.46acres

38.95421 -79.85862

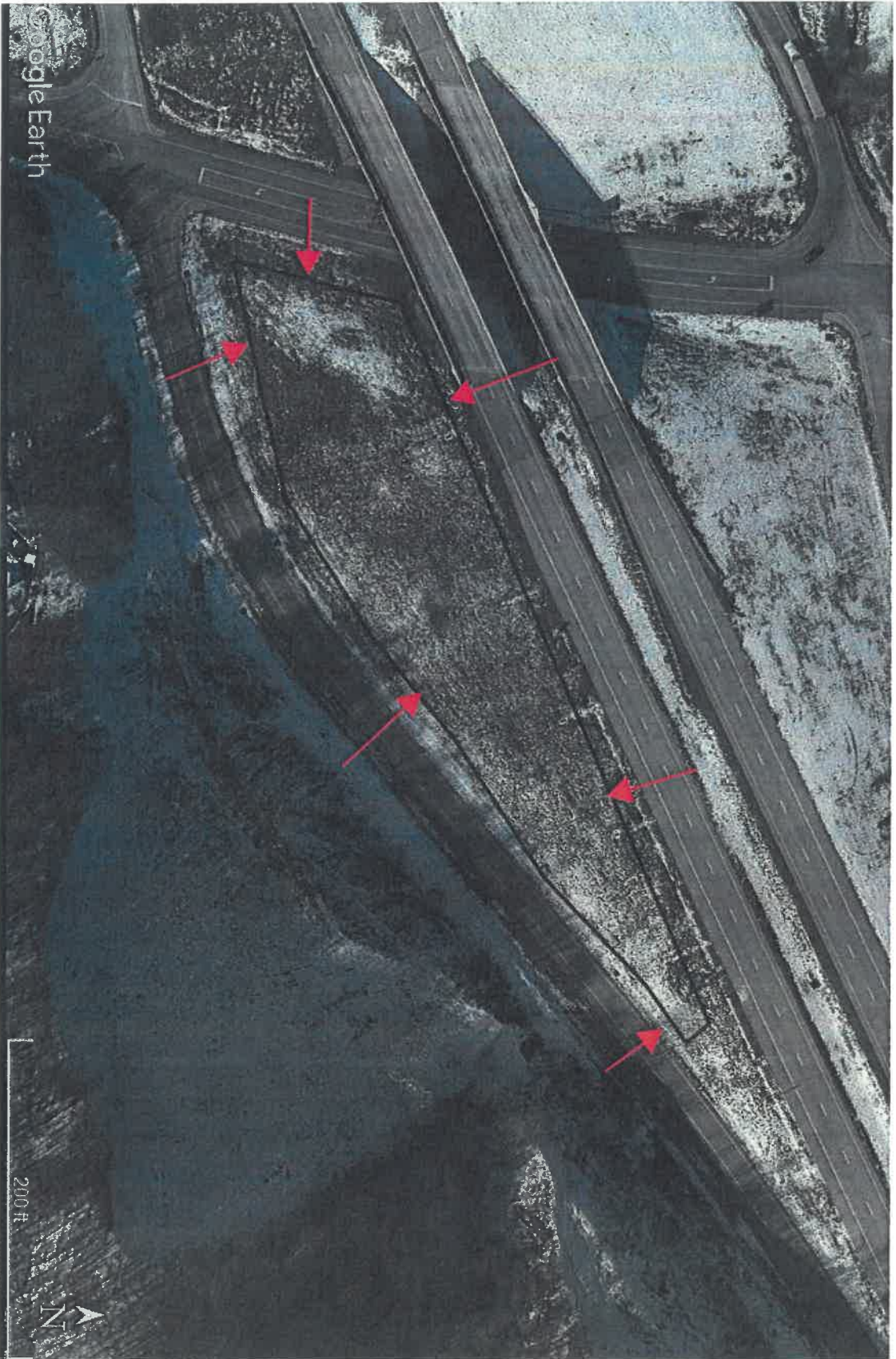
Randolph County





Site 75 US 219 Elkins Exit Plot 2 0.66acres
38.95350 -79.85848
Randolph County





Site 76

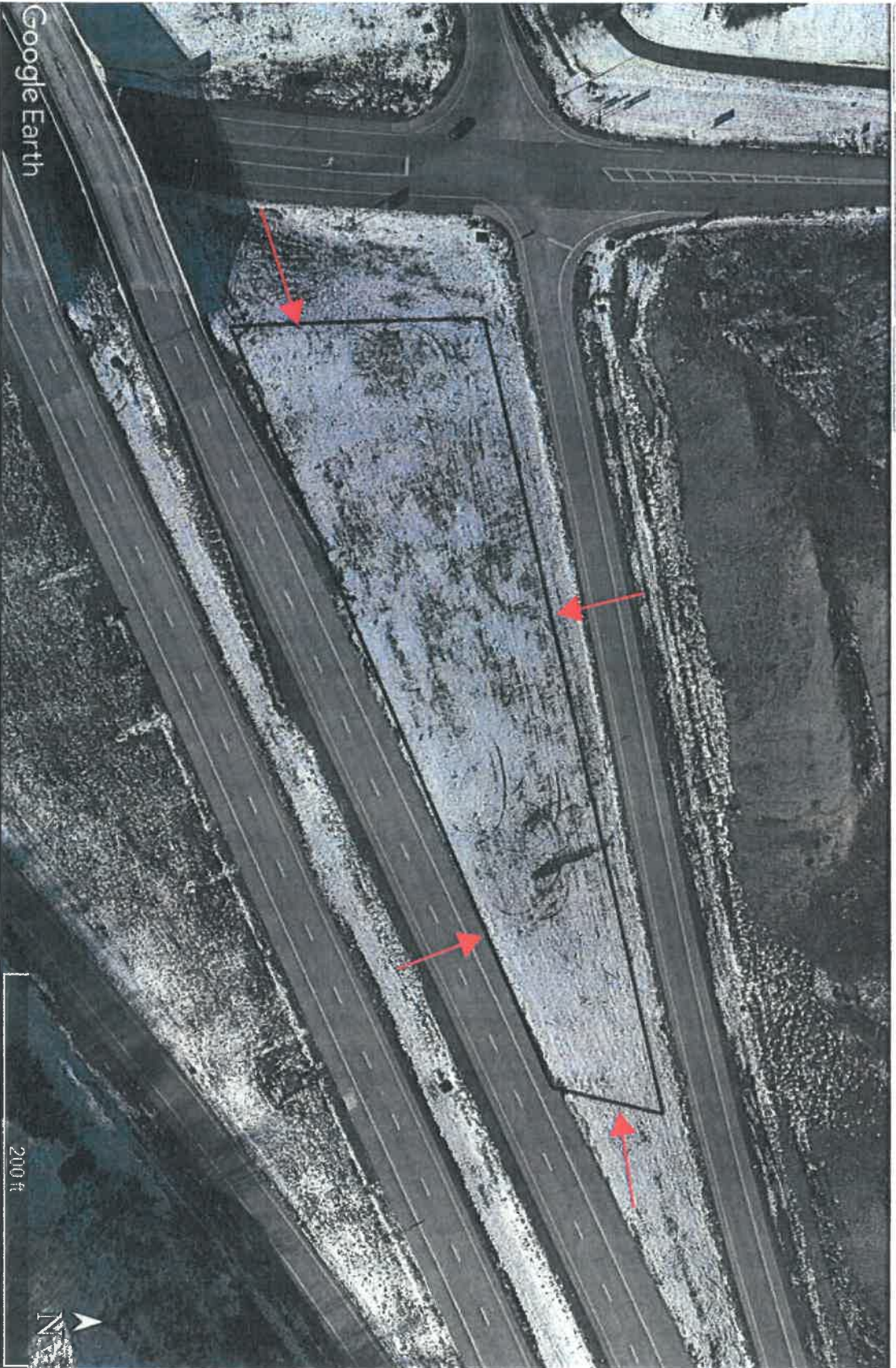
US 219 Elkins Exit Plot 3

1.46acres

38.95409 -79.85663

Randolph County





Site 77

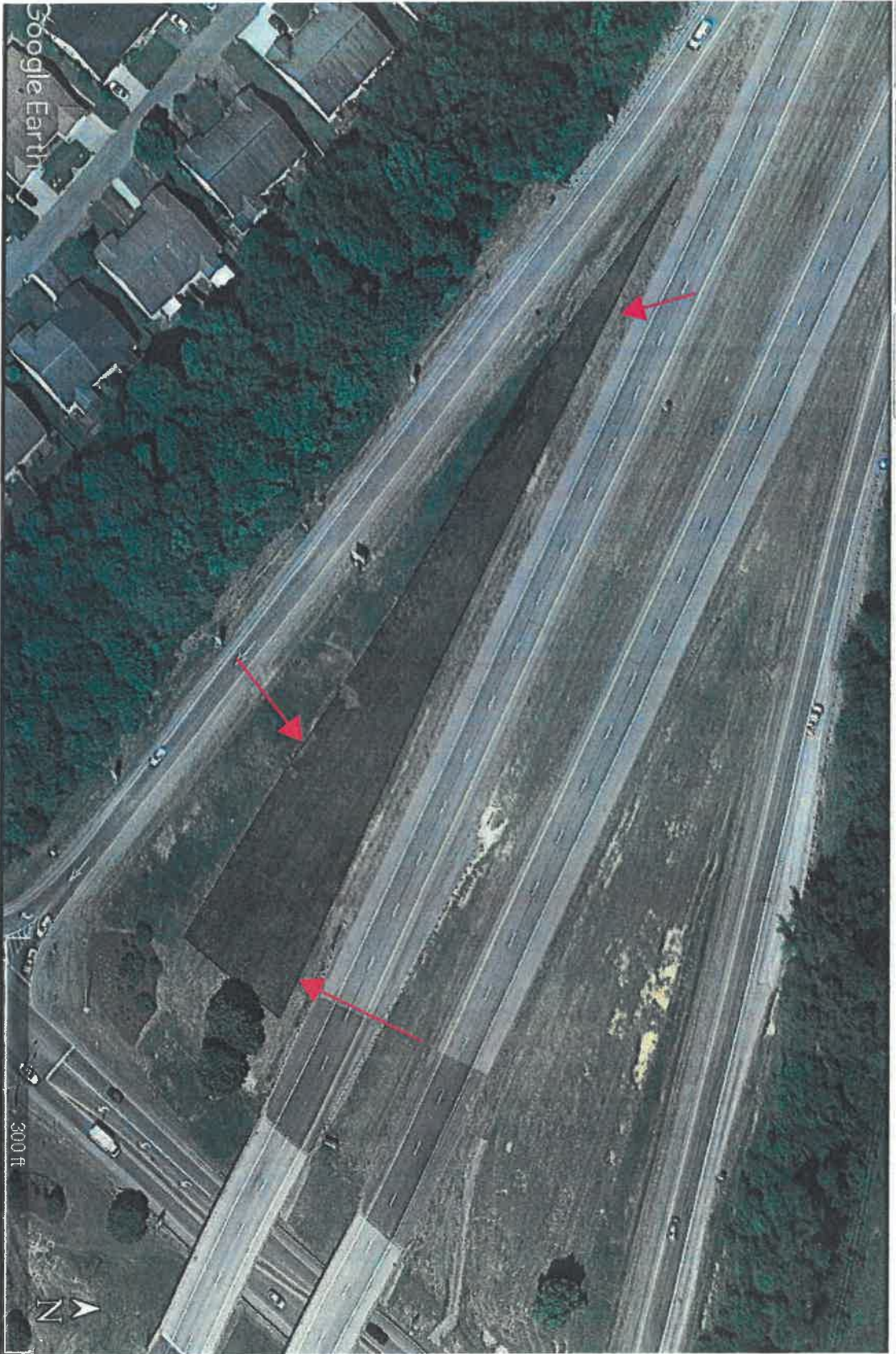
US 219 Elkins Exit Plot 4

1.00acres

38.95495 -79.85636

Randolph County

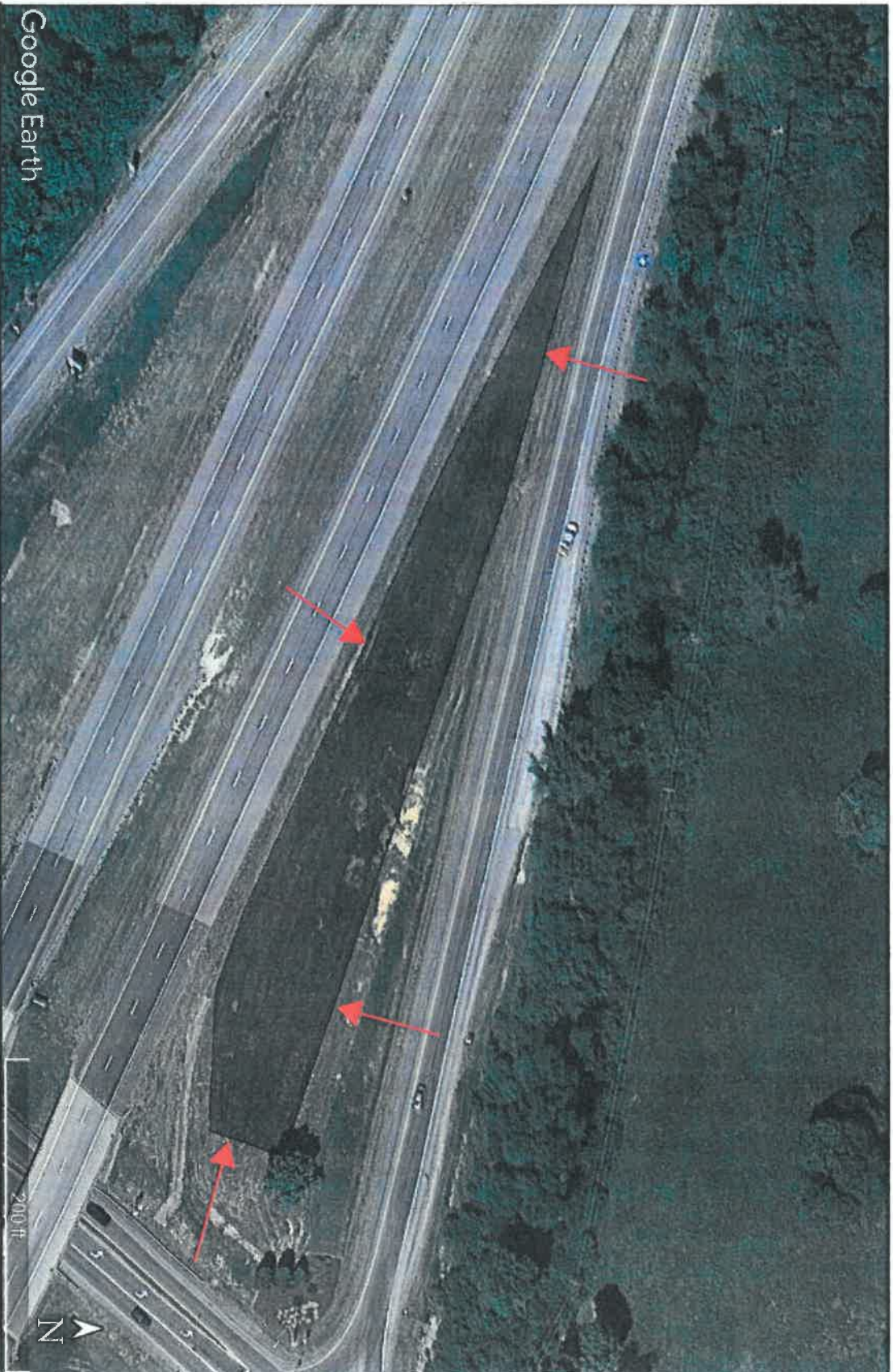




Site 78 I-64 EB Lewisburg Exit 169 Plot 1 0.67 acres

37.81668 -80.42904

Greenbrier County



Google Earth

Site 79

I-64 WB Lewisburg Exit 169 Plot 2

0.73 acres

37.61712 -80.42830

Greenbrier County





Site 80

I-64 WB Lewisburg Exit 169 Plot 3

0.85acres

37.81671 -80.42686

Greenbrier County





Site 81

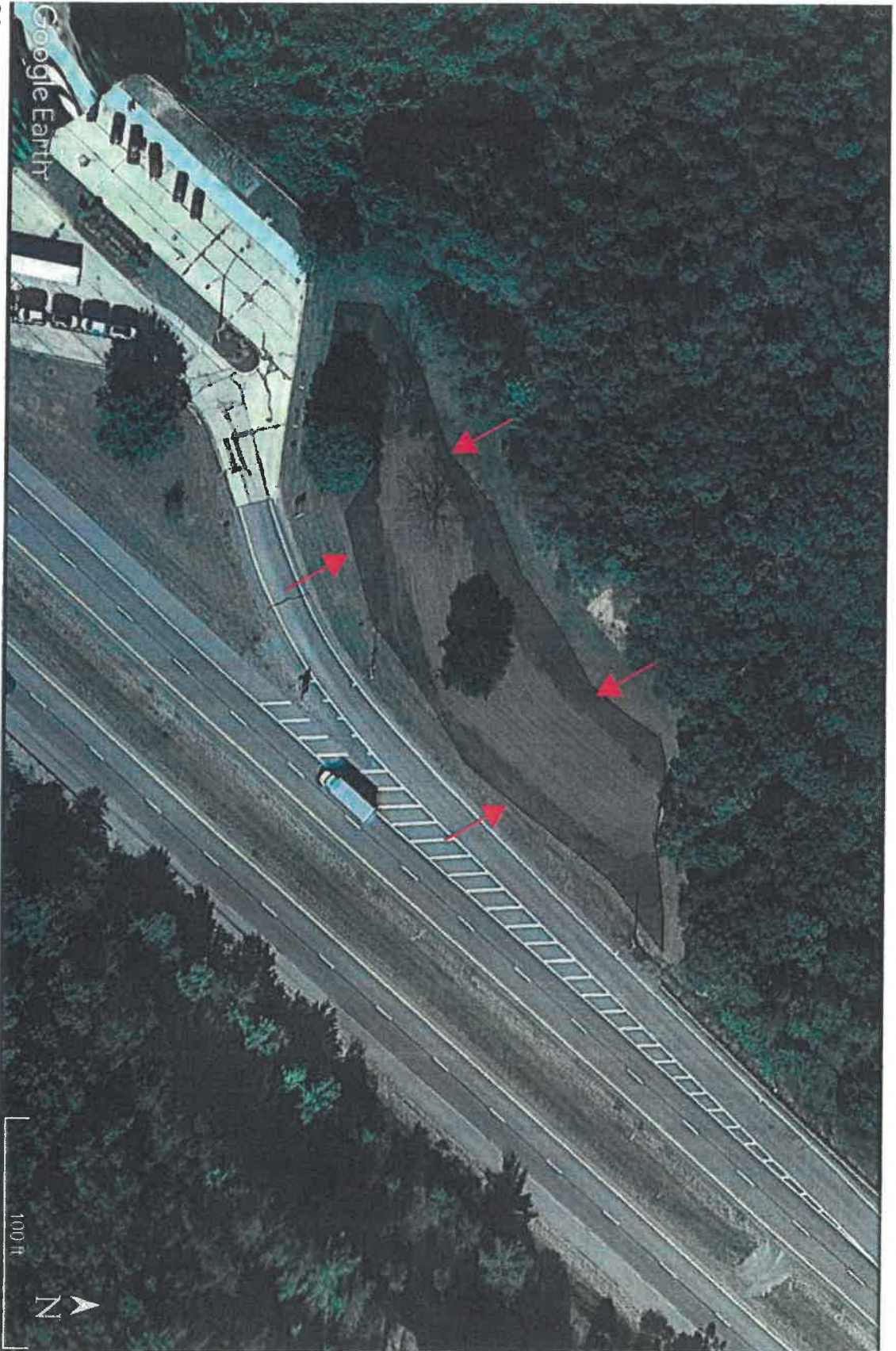
I-64 EB Lewisburg Exit 169 Plot 4

1.00acres

37.81589 -80.42686

Greenbrier County





Site 82

I-64 Welcome Center

37.78650 -80.29970

Greenbrier County

0.47 acres





Google Earth

Site 83

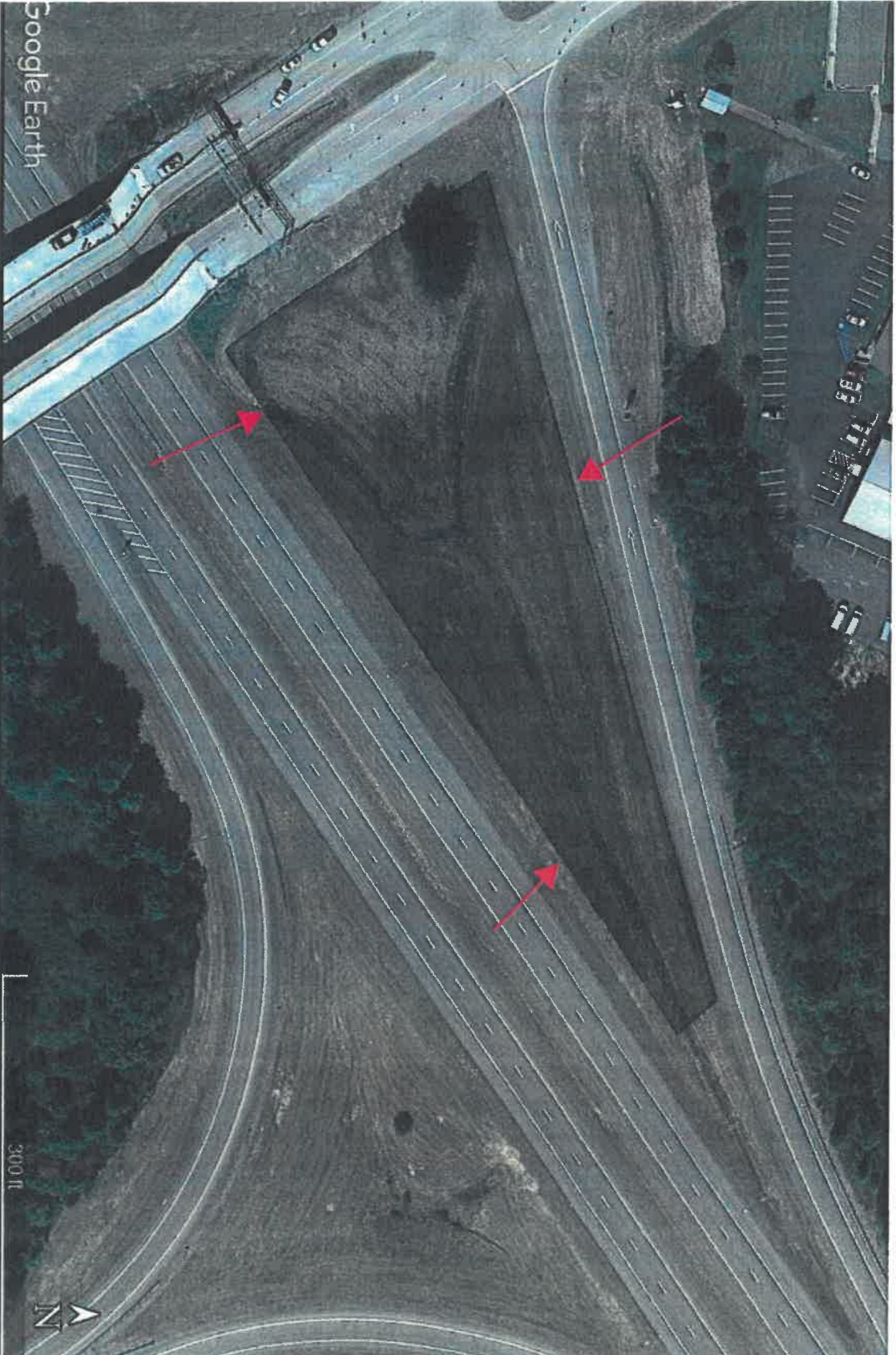
I-64 VA Stateline

0.50acres

37.78281 -80.23467

Greenbrier County





Google Earth

Site 84

US-19 SB Gauley Bridge Exit

2.03acres

38.11745 -81.00461

Fayette County





Google Earth

Site 85

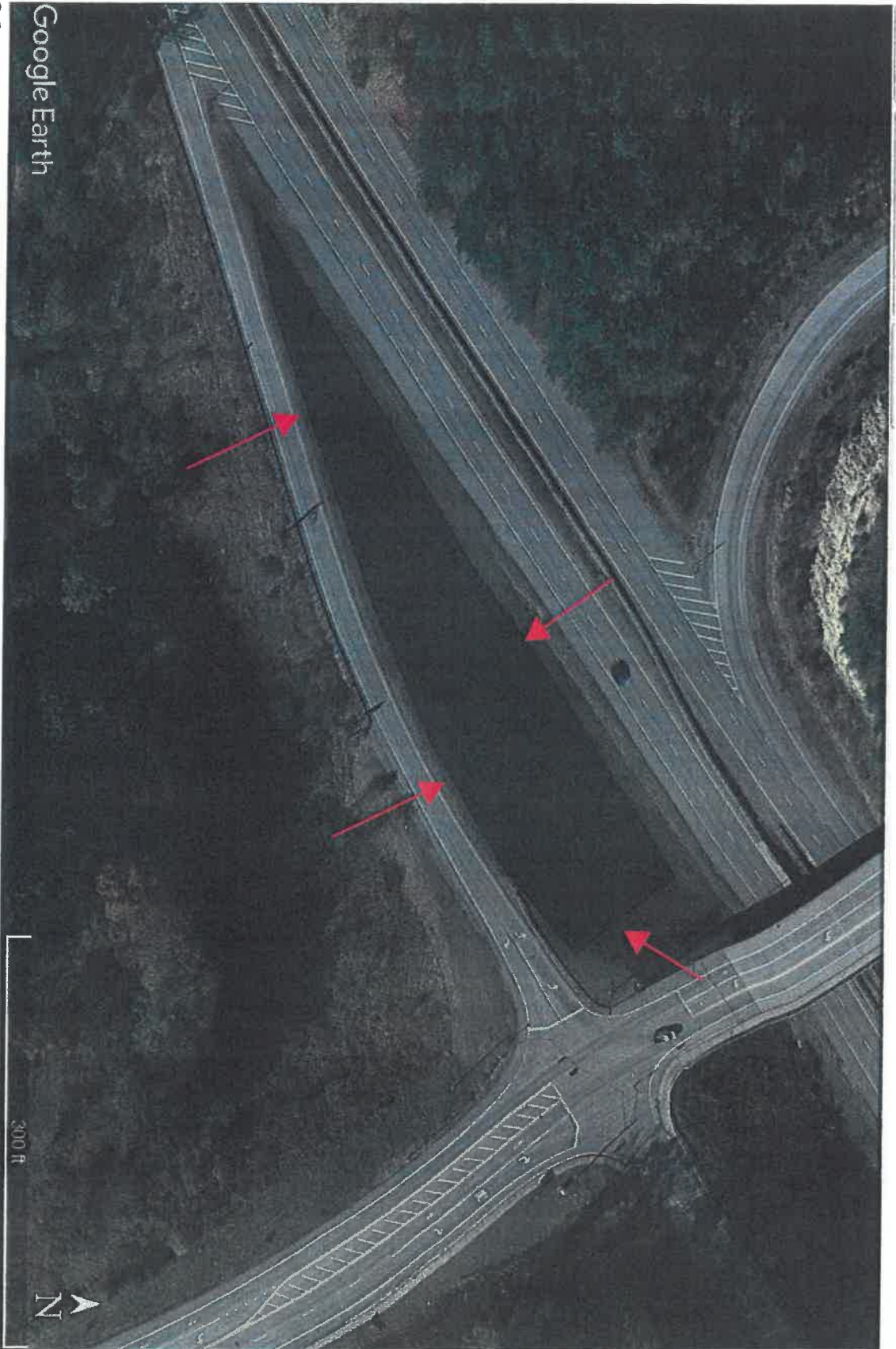
US-19 SB Oylar Ave Re Entry Ramp

0.50acres

37.98533 -81.14459

Fayette County





Google Earth

Site 86

US-19 N Oak Hill Exit

1.10acres

38.00670 -81.13288

Fayette County





Site 87

US-19 SB MM28 - MM28.5

2.34acres

38.13346 -80.95028

Fayette County





Site 88

US-19 SB MM 43

2.42acres

38.29869 -80.83359

Nicholas County





Google Earth

Site 89

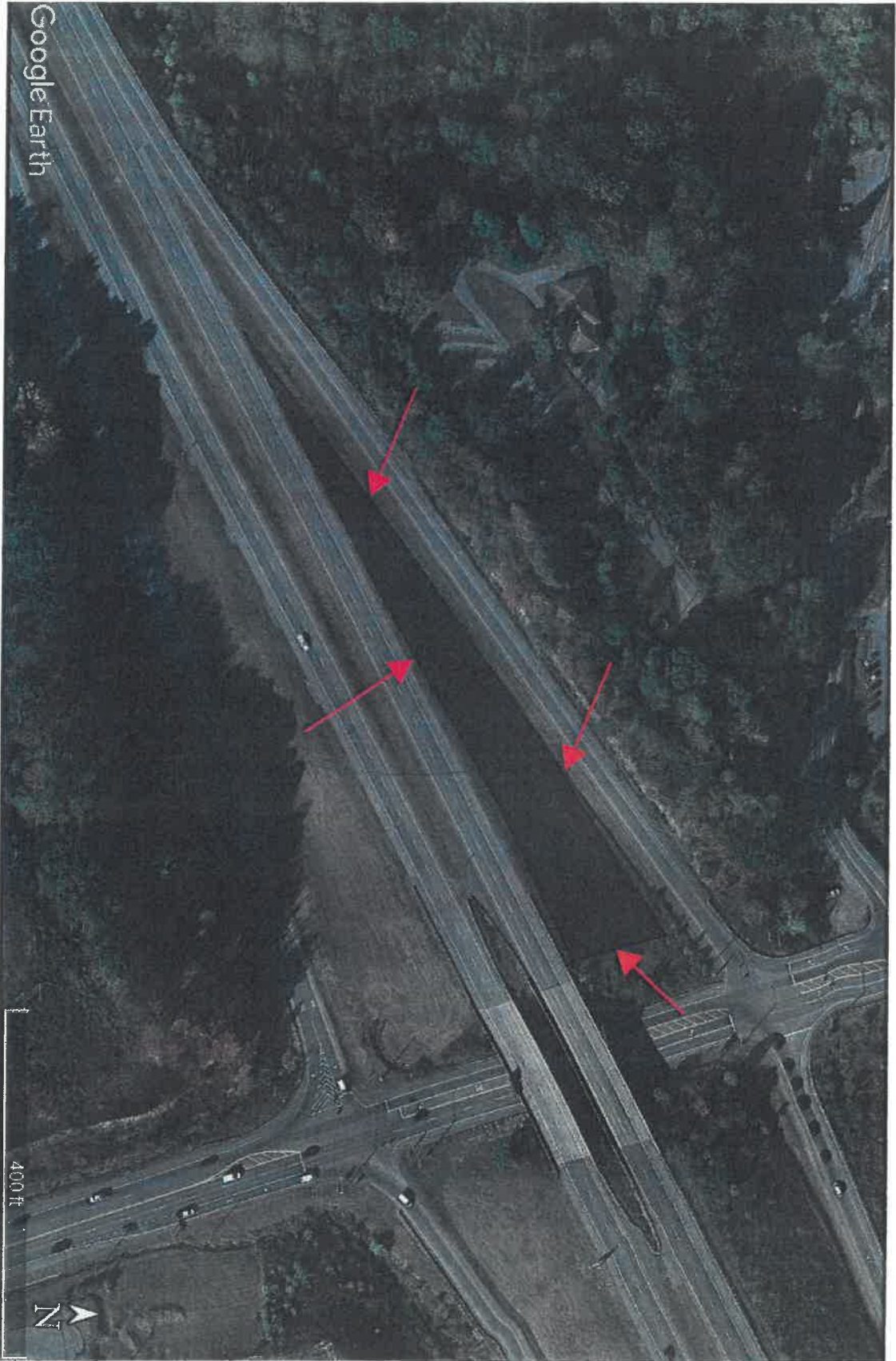
US-19 NB beside Overlook

38.46016 -80.78297

Nicholas County

3.39acres





Site 90

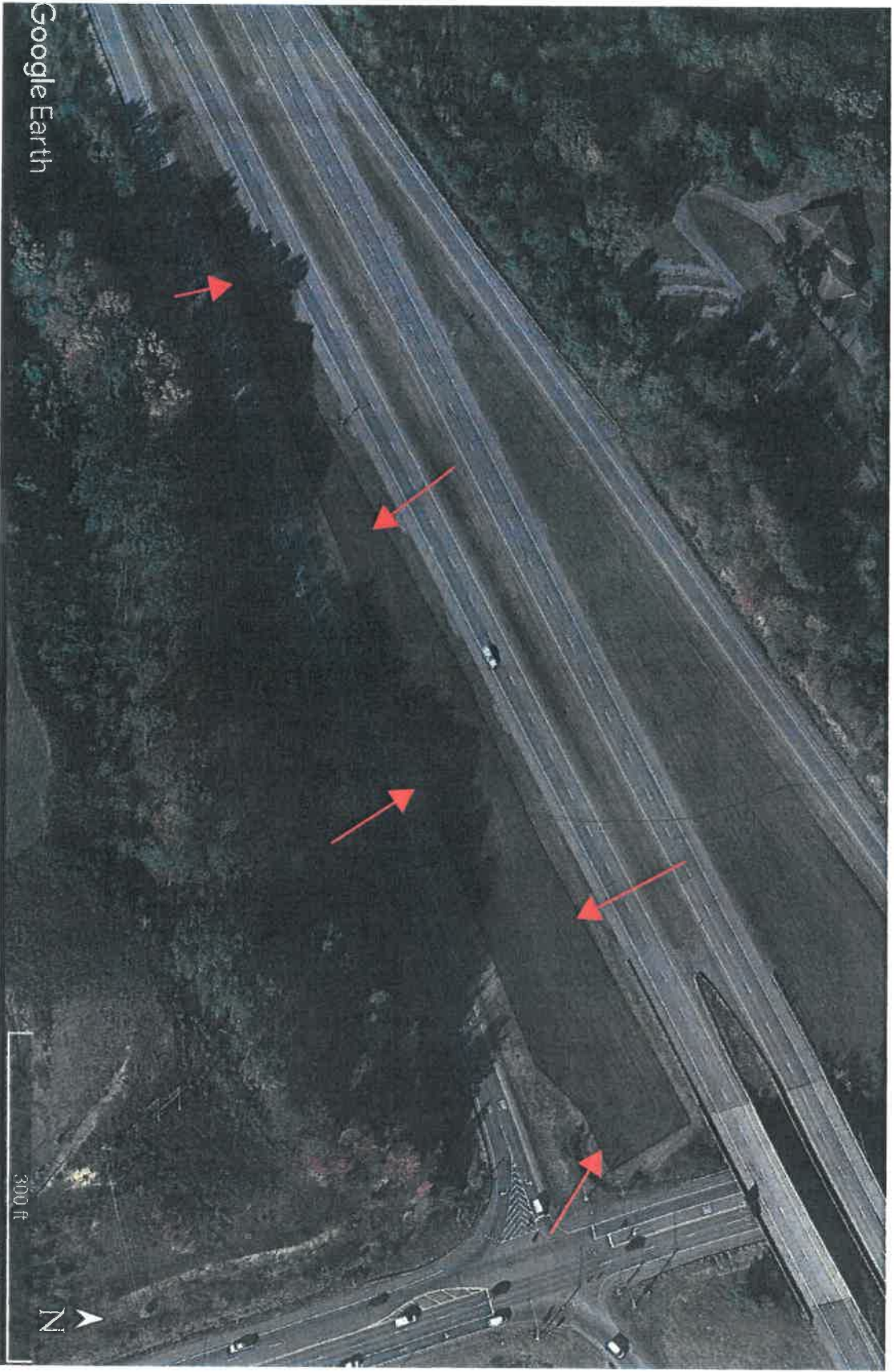
US-19 NB N. Bradley Exit Plot 1

1.28acres

37.85027 -81.19813

Raleigh County





Site 91

US-19 NB N. Bradley Exit Plot 2

1.11 acres

37.85107 -81.97996

Raleigh County





Site 92

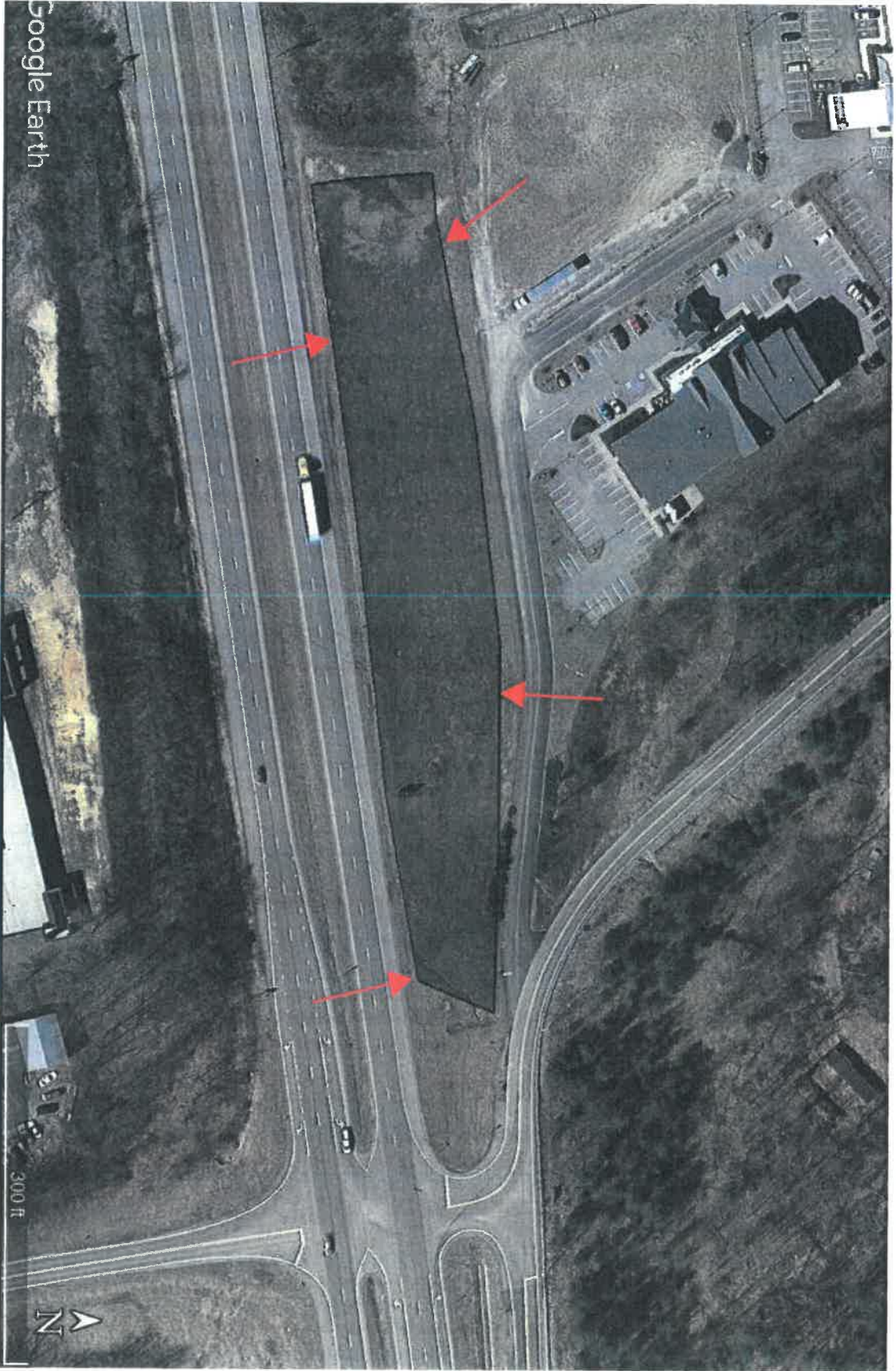
Gum Street Site

0.85 acres

37.79365 -80.29197

Greenbrier County





Google Earth

Site 93

US 460 WB just before Rest Area

1.60acres

37.36451 -81.04003

Mercer County





Site 94

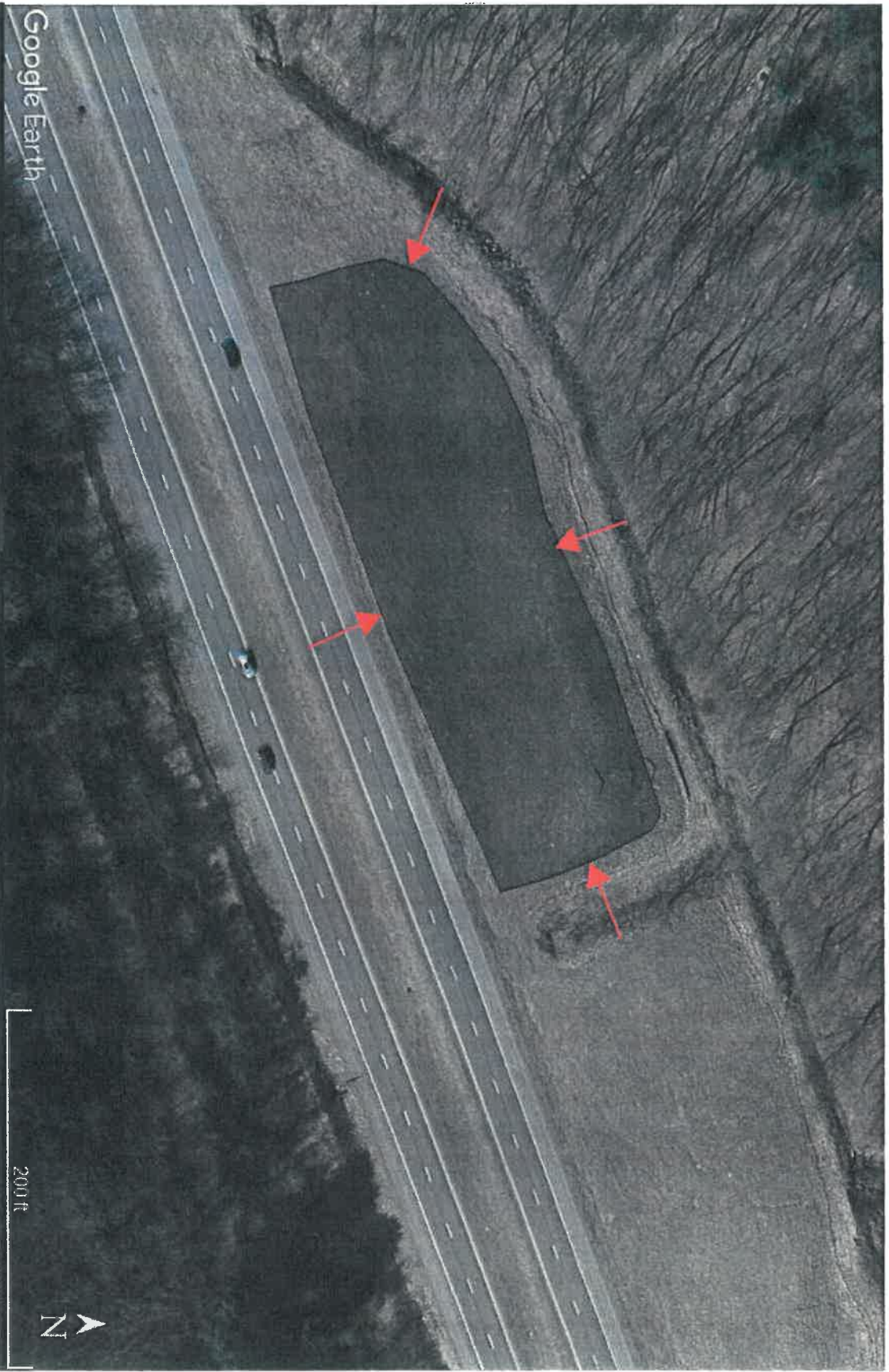
US 460 WB MM 3.79 Plot 1

1.05acres

37.34103 -80.96485

Mercer County





Site 95

US 460 WB MM 3.79 Plot 2

1.16 acres

37.34052 -80.96658

Mercer County





Site 96

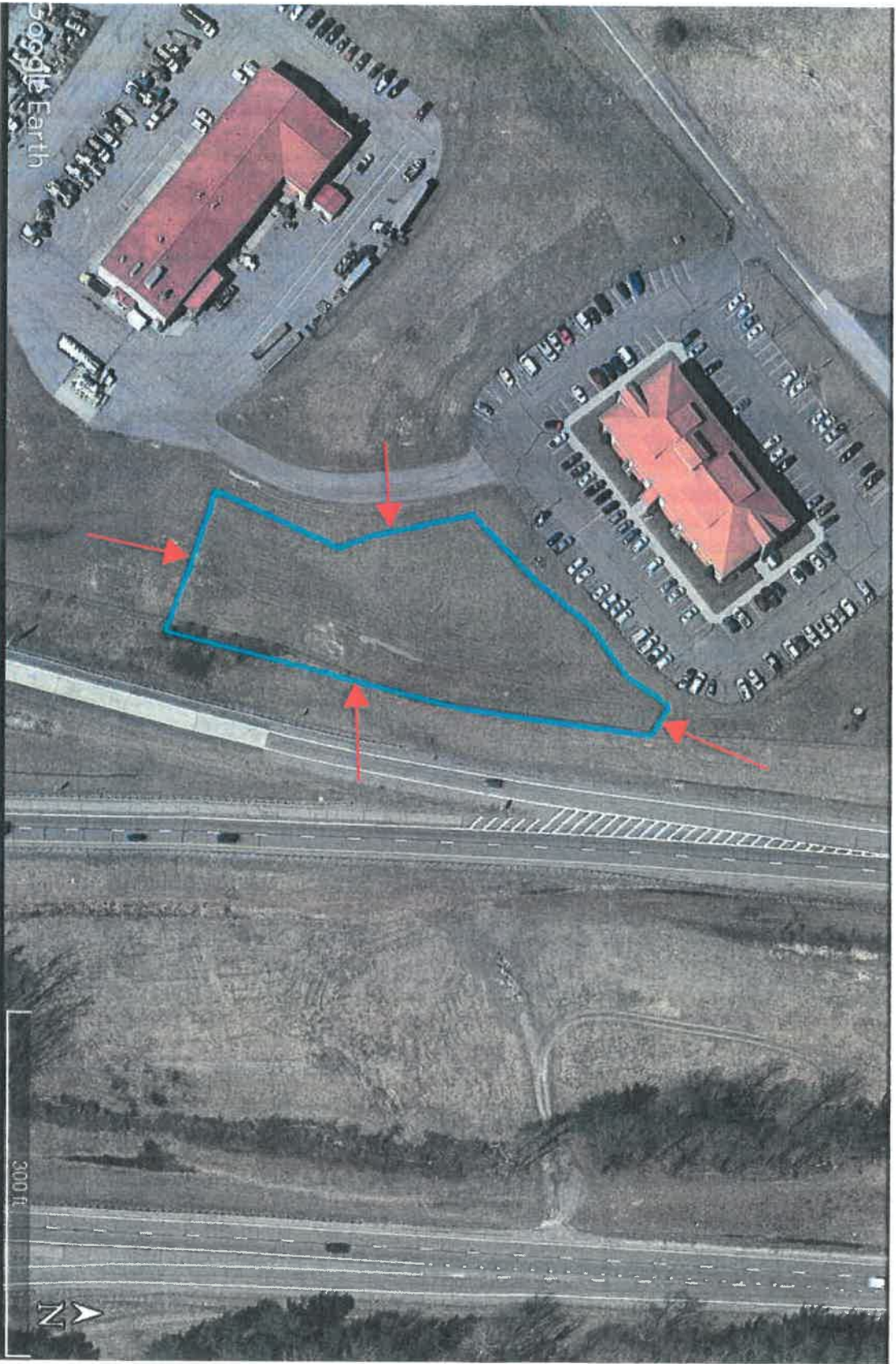
US 460 EB just past Green Valley

0.82acres

37.31107 -81.13756

Mercer County





Site 97

D 10 HQ Plot 1

1.10acres

37.42826 -81.06781

Mercer County





Google Earth

Site 98 D 10 HQ Plot 2
37.42831 -81.06950

Mercer County

2.10acres





Site 99

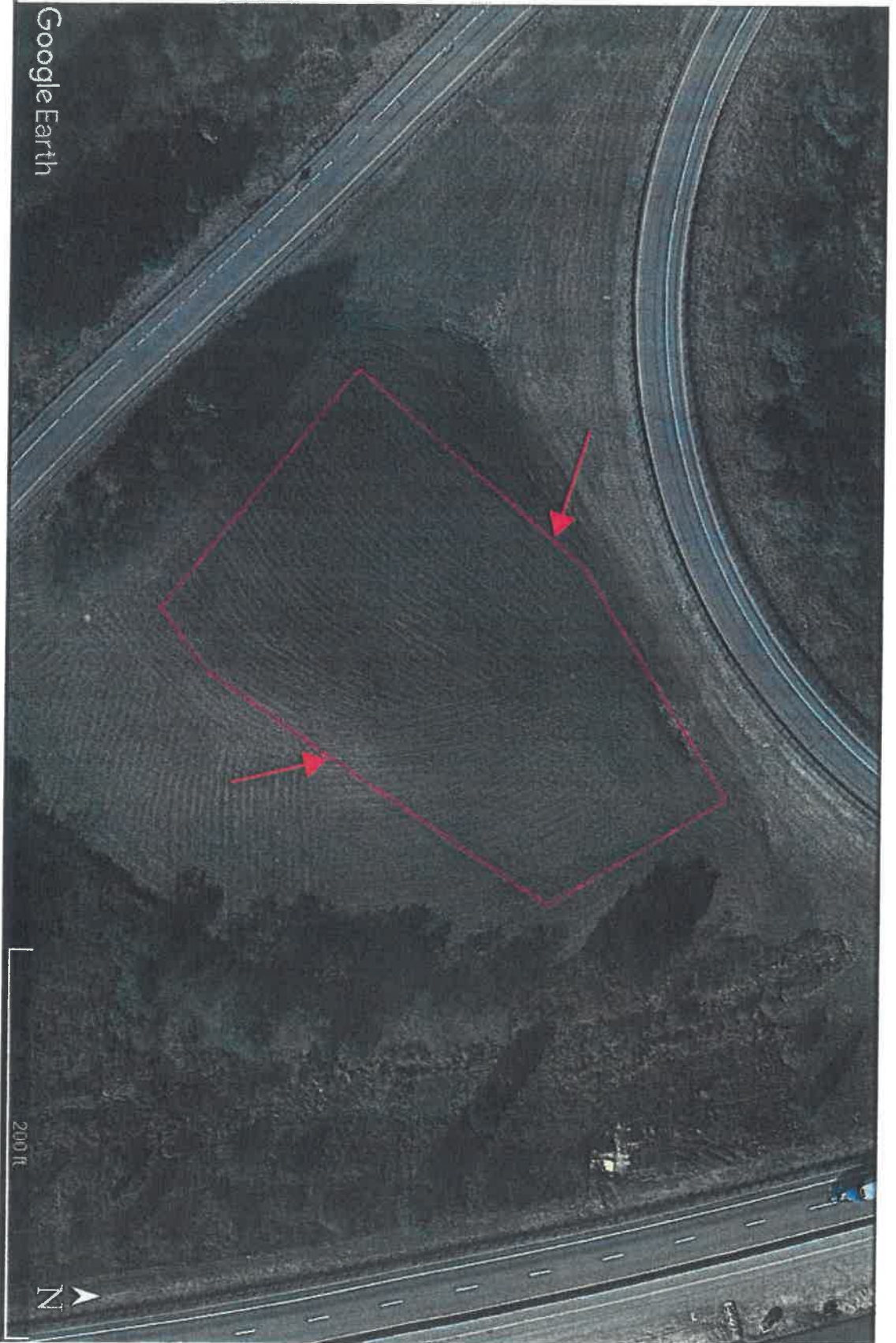
Tamarack Travel Plaza

1.00acres

37.81168 -81.21376

Raleigh County





Site 100

US 19/I-77 Interchange

37.83129 -81.21476

Raleigh County

1.00acres





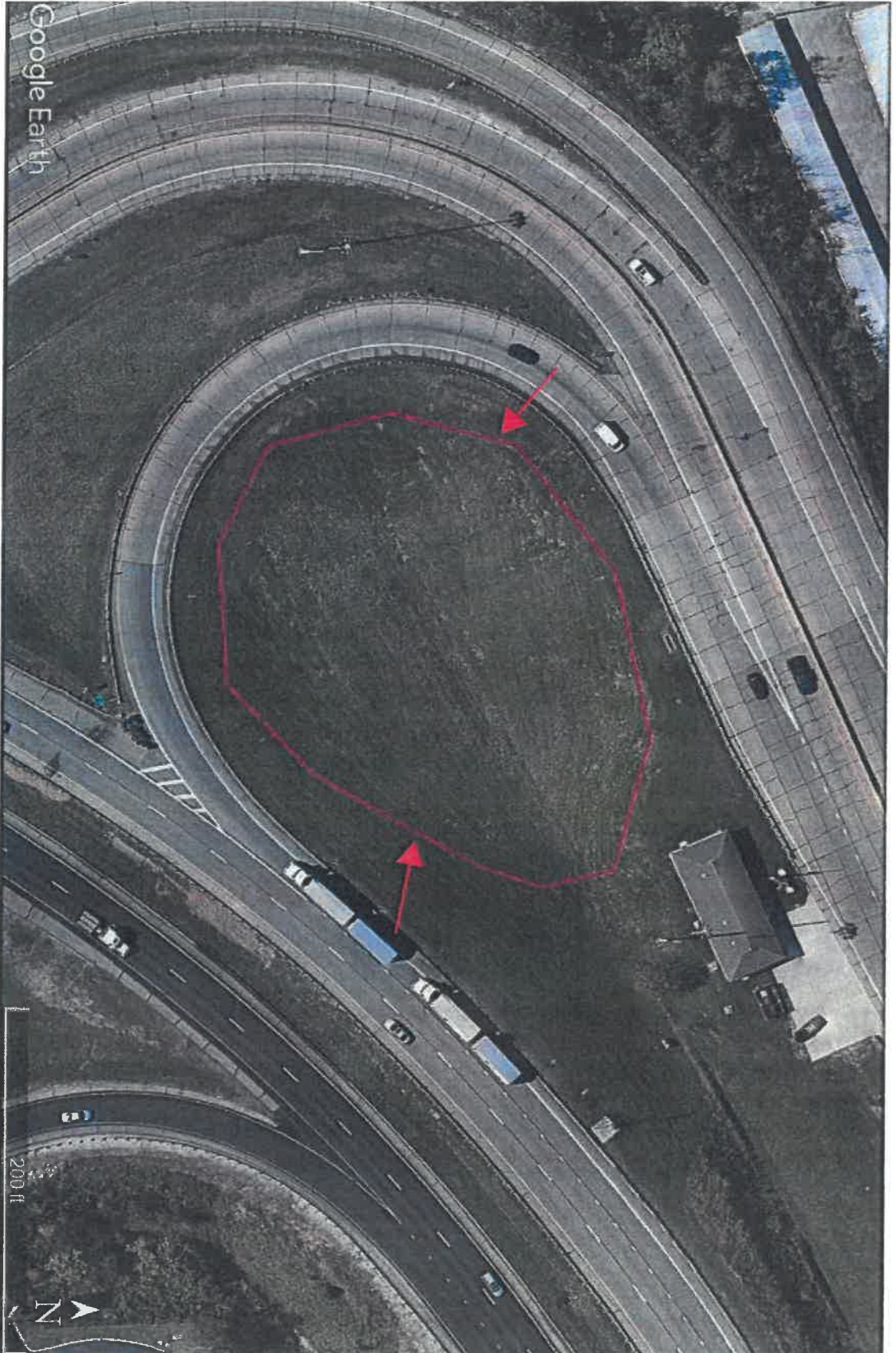
Site 101 Bluestone Travel Plaza

37.47665 -81.06945

Mercer County

1.50acres





Site 102

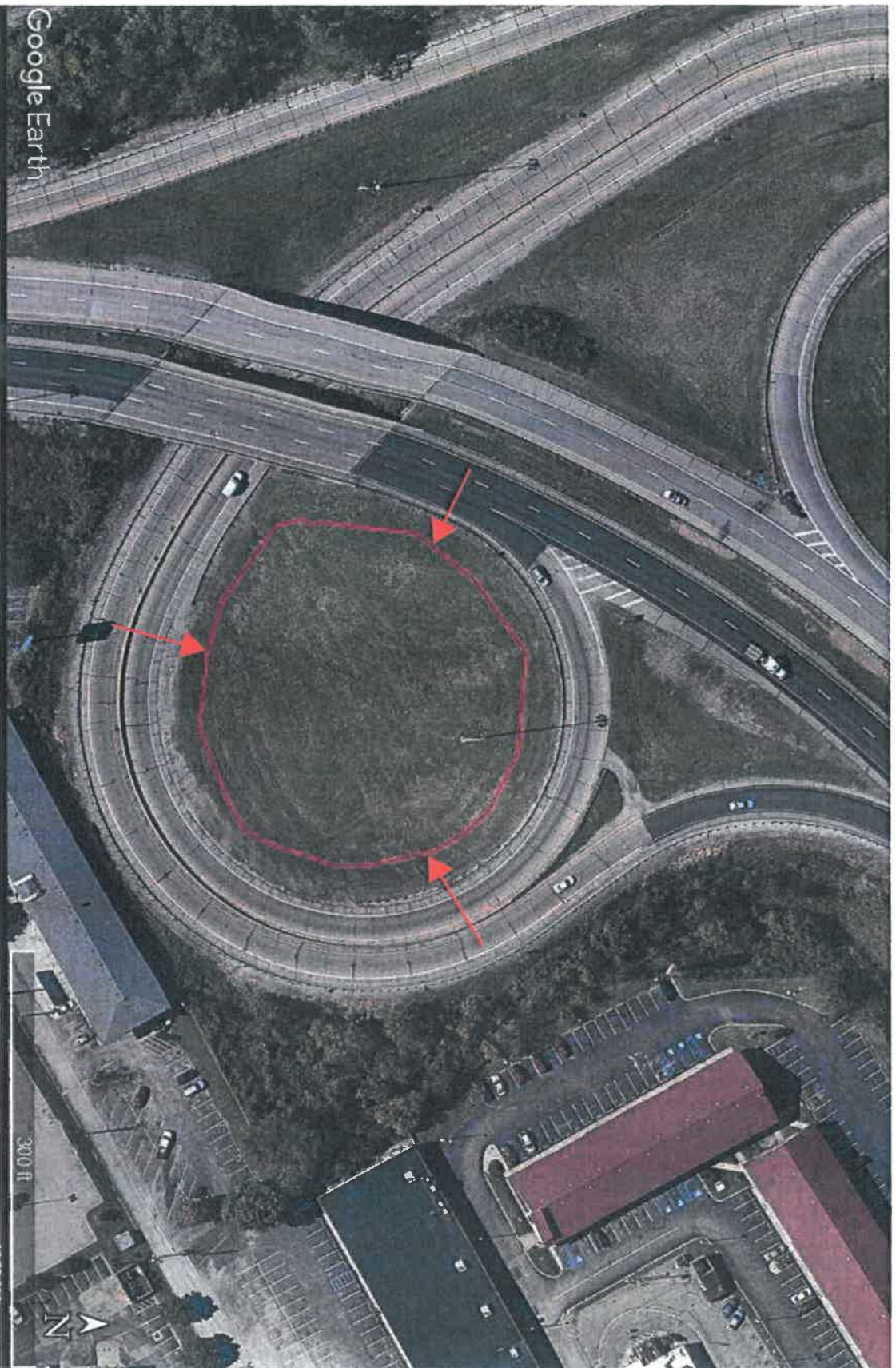
Yeager Bridge Plot 1

1.00acres

38.30829 -81.56637

Kanawha County





Site 103

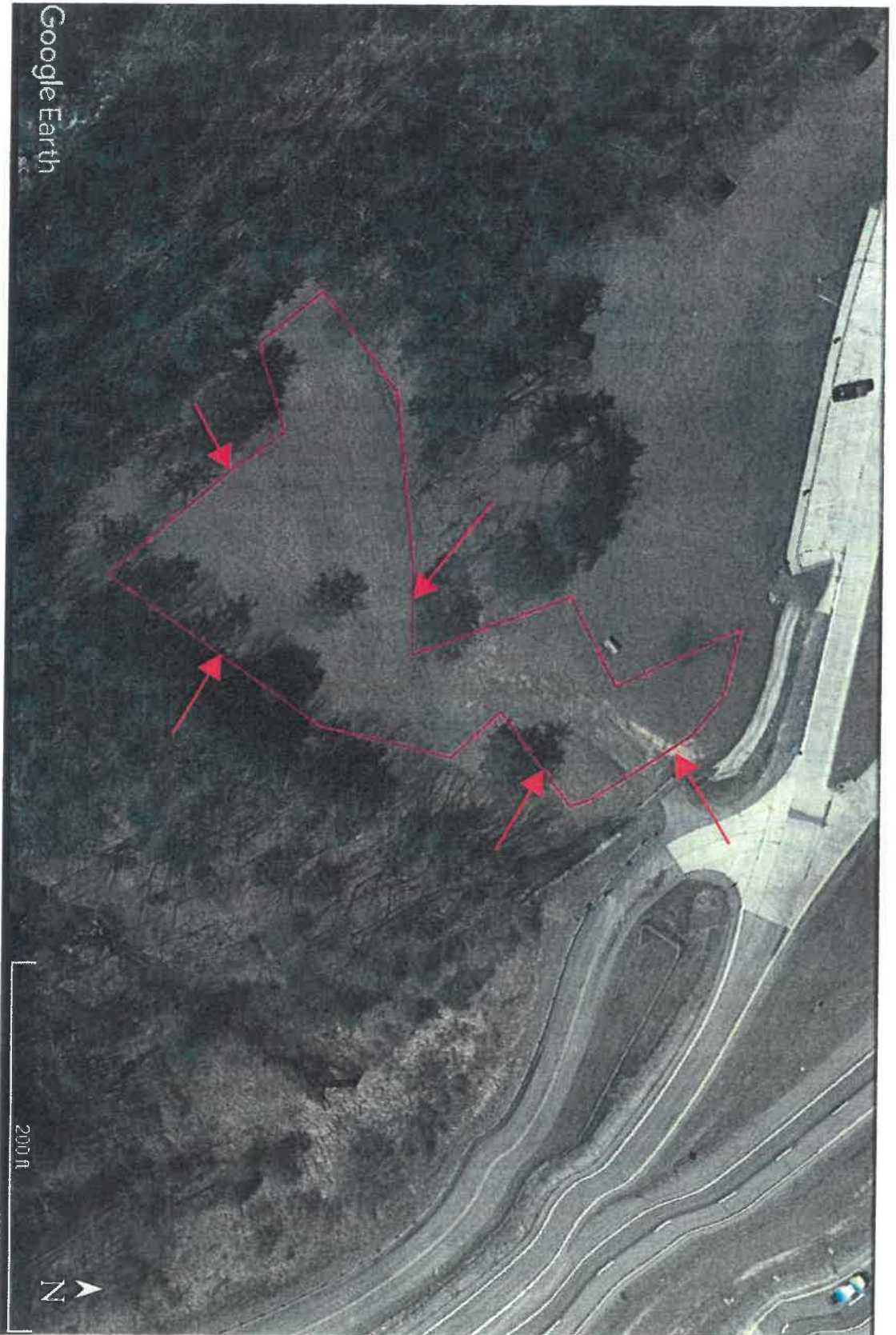
Yeager Bridge Plot 2

1.00acres

38.30705 -81.56569

Kanawha County





Site 104 I-77 SB Rest Area
37.48504 -81.07981
Mercer County

0.75acres



EXHIBIT 4

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 4 (EXH 4) APPROVED WV NATIVE WILDFLOWER MIXES**

High Visual Base Mix, Per Acre (Primary / Required)					
Contract Item E-1					
Common Name	Botanical Name	oz./ac	lbs/ac	lbs	Units
Grasses					
Side oats grama	Bouteloua curtipendula	18.00	1.125	1.125	PLS
Virginia wild rye	Elymus virginicus	12.00	0.750	0.750	PLS
Bottlebrush grass	Elymus hystrix	8.00	0.500	0.500	PLS
Little Bluestem	Schizachyrium scoparium	24.00	1.500	1.500	PLS
Fall Panicum	Panicum anceps	8.00	0.500	0.500	PLS
Purple top	Tridens flavus	4.00	0.250	0.250	PLS
Subtotal Grasses			4.625		
Forbs					
		oz./ac	Lbs/ac		
Smooth Beardtongue	Penstemon digitalis	1.25	0.078	0.078	PLS
Plains Coreopsis	Coreopsis tinctoria	1.25	0.078	0.078	PLS
Blue False Indigo	Baptisia australis	4.00	0.250	0.250	PLS
Lance Leaved Coreopsis	Coreopsis lanceolata	7.00	0.438	0.438	PLS
Lemon mint	Monarda citriodora	2.00	0.125	0.125	PLS
Blackeyed Susan	Rudbeckia hirta	3.00	0.188	0.188	PLS
Butterfly milkweed	Asclepias tuberosa	3.00	0.188	0.188	PLS
Purple coneflower	Echinacea purpurea	18.00	1.125	1.125	PLS
Greyheaded Coneflower	Ratibida pinnata	3.50	0.219	0.219	PLS
False Sunflower	Heliopsis helianthoides	4.00	0.250	0.250	PLS
Bergamot	Monarda fistulosa	1.25	0.078	0.078	PLS
Partridge pea	Cassia fasciculata	8.00	0.500	0.500	PLS
Early Goldenrod	Solidago juncea	1.00	0.063	0.063	PLS
Orange Coneflower	Rudbeckia fulgida	1.00	0.063	0.063	PLS
Downy Sunflower	Helianthus mollis	2.00	0.125	0.125	PLS
Swamp Milkweed	Asclepias incarnata	2.00	0.125	0.125	PLS
Narrow-Leaved Sunflower	Helianthus angustifolius	1.25	0.078	0.078	PLS
Showy tickseed	Bidens aristosa	3.00	0.188	0.188	PLS
New England Aster	Aster novae-angliae	1.25	0.078	0.078	PLS
Smooth aster	Aster laevis	2.00	0.125	0.125	PLS
Heath aster	Aster pilosus	0.50	0.031	0.031	PLS
Showy Goldenrod	Solidago speciosa	0.75	0.047	0.047	PLS
Subtotal Forbs		71.00	4.44		
Nurse Crops					
Oats	Avena sativa		20.000	20.000	Net
Brown top millet	Panicum ramosum		4.000	4.000	Net
Freight calculated at time of shipping					
Pricing on quote is valid for 30 days.					
		59.33	Lbs/acre	33.67	

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 4 (EXH 4) APPROVED WV NATIVE WILDFLOWER MIXES**

Diverse Pollinator Add-On, Per Acre (Optional Add-On)					
Contract Item E-2					
Common Name	Botanical Name	oz./ac	lbs/ac	lbs	Units
Forbs		oz./ac	Lbs/ac		
Yarrow	Achillea millefolium	0.50	0.031	0.031	PLS
White Wild Indigo	Baptisia alba macrophylla	2.00	0.125	0.125	PLS
Large Coreopsis	Coreopsis major	0.50	0.031	0.031	PLS
White Prairie Clover	Dalea candida	3.00	0.188	0.188	PLS
Purple Prairie Clover	Dalea purpurea	4.00	0.250	0.250	PLS
Illinois Bundleflower	Desmanthus illinoensis	8.00	0.500	0.500	PLS
Rattlesnake Master	Eryngium yuccifolium	2.00	0.125	0.125	PLS
Spiked blazing star	Liatris spicata	3.00	0.188	0.188	PLS
Roundhead Lespedeza	Lespedeza capitata	2.00	0.125	0.125	PLS
Wild Quinine	Parthenium integrifolium	2.00	0.125	0.125	PLS
Hoary Mountain Mint	Pycnanthemum incanum	0.50	0.031	0.031	PLS
Hairy Mountain Mint	Pycnanthemum pilosum	0.50	0.031	0.031	PLS
Virginia Mountain Mint	Pycnanthemum virginianum	0.50	0.031	0.031	PLS
Browneyed Susan	Rudbeckia triloba	1.00	0.063	0.063	PLS
Compass Plant	Silphium laciniatum	1.00	0.063	0.063	PLS
Ohio Spiderwort	Tradescantia ohiensis	1.00	0.063	0.063	PLS
Iron weed	Vernonia altissima	1.00	0.063	0.063	PLS
White Wingstem	Verbesina virginica	0.50	0.031	0.031	PLS
Subtotal Forbs		33.00	2.06		
		21.61	Lbs/acre	2.06	

Introduced Annual Add-On, Per Acre (Optional Add-On)					
Contract Item E-3					
Common Name	Botanical Name	oz./ac	lbs/ac	lbs	Units
Forbs		oz./ac	Lbs/ac		
Tall blue cornflower	Centaurea cyanus	16.00	1.000	1.000	PLS
Cosmos	Cosmos bipinnatus	12.00	0.750	0.750	PLS
Sulphur Cosmos	Cosmos sulphureus	12.00	0.750	0.750	PLS
Rocket larkspur	Delphinium ajacis	12.00	0.750	0.750	PLS
Corn poppy	Papaver rhoeas	12.00	0.750	0.750	PLS
Subtotal Forbs		64.00	4.00		
		61.39	Lbs/acre	4.00	

**Highway Pollinator Mitigation Site Development and Maintenance Initiative
EXHIBIT 4 (EXH 4) APPROVED WV NATIVE WILDFLOWER MIXES**

Wet Mix Add On, Per Acre (Optional Add-On)					
Contract Item E-4					
Common Name	Botanical Name	oz./ac	lbs/ac	lbs	Units
Grasses					
Fox sedge	Carex vulpinoidea	1.91	0.120	0.120	PLS
Shallow sedge	Carex lurida	3.19	0.199	0.199	PLS
Hop sedge	Carex lupulina	3.50	0.219	0.219	PLS
Greater poverty rush	Juncus antheratus	0.80	0.050	0.050	PLS
Creeping Spike Rush	Eleocharis palustris	1.77	0.111	0.111	PLS
Wool grass	Scirpus cyperinus	0.77	0.048	0.048	PLS
Subtotal Grasses			0.746		
Forbs					
		oz./ac	Lbs/ac		
Rosemallow	Hibiscus moscheutos	3.25	0.203	0.203	PLS
Cardinal flower	Lobelia cardinalis	0.50	0.031	0.031	PLS
Great Blue Lobelia	Lobelia siphilitica	0.75	0.047	0.047	PLS
Ohio Spiderwort	Tradescantia ohiensis	1.75	0.109	0.109	PLS
Joe-Pye Weed	Eupatorium fistulosum	0.50	0.031	0.031	PLS
Sawtooth Sunflower	Helianthus grosseserratus	1.20	0.075	0.075	PLS
Blue vervain	Verbena hastata	2.49	0.156	0.156	PLS
Iron Weed	Vernonia altissima	1.56	0.097	0.097	PLS
Subtotal Forbs		12.00	0.75		
		58.03	Lbs/acre	1.50	



ALLSECO-01

RGARZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

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 have ADDITIONAL INSURED provisions or 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 Dyer Insurance Group 325 White Oaks Blvd Bridgeport, WV 26330	CONTACT NAME: Rebecca R. Garza PHONE (A/C, No, Ext): (727) 940-3315 FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Garza@BlueRidgeRiskPartners.com														
INSURED Allstar Ecology, LLC 1582 Meadowdale Road Fairmont, WV 26554	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Cincinnati Insurance</td><td>10677</td></tr><tr><td>INSURER C : Encova</td><td>2917</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Cincinnati Insurance	10677	INSURER C : Encova	2917	INSURER D :		INSURER E :		INSURER F :	
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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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date 5/21/2008 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Gen Agg Cap - \$5,000,000	X	X	MKLV7ENV102563	3/28/2021	3/28/2022	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 POLLUTION LIMIT \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ENP 0380766	3/28/2021	3/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	MKLV7EFX100572	3/28/2021	3/28/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ Aggregate \$ 9,000,000
C	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	X	WCB1017038	3/28/2021	3/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professiona Liabilit			MKLV7ENV102563	3/28/2021	3/28/2022	Per Claim Limit 1,000,000
A	Pollution Liability	X	X	MKLV7ENV102563	3/28/2021	3/28/2022	Per Claim Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
West Virginia Broad Form Coverage Included

Excluding Workers Compensation and professional liability, the certificate holder is included as an additional insured as required by written contract; a waiver of subrogation is granted in favor of the holder, the coverage evidenced is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street E
Building 15
Charleston, WV 25305

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

