



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

State of West Virginia Purchase Order

Order Date: 07-14-2022

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

Order Number:	CPO 0603 0603 ADJ2300000003 1	Procurement Folder:	1072366
Document Name:	Vegetative Communities & Wetland Survey-Agency EOI Under\$25k	Reason for Modification:	
Document Description:	Vegetative Communities & Wetland Survey-Agency EOI Under\$25k		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000163048 ALLSTAR ECOLOGY LLC 1582 MEADOWDALE RD FAIRMONT WV 26554 US Vendor Contact Phone: 3048163490 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Richard Chaney, Jr Requestor Phone: (304) 791-4135 Requestor Email: richard.c.chaney6.nfg@army.mil 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

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

Total Order Amount: \$198,400.50

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 7/14/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 7/27/2022 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 7/27/2022 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Professional Engineering Services Contract
(Services for Camp Dawson Environmental-Vegetative Communities & Wetland Survey)

The Vendor: ALLSTAR ECOLOGY, LLC., of Fairmont, WV agrees to enter into this professional engineering contract to provide necessary engineering and other professional services to provide for a Vegetative Communities & Wetland Survey/Inventory and Assessment in support of the Integrated Natural Resources Management Plan for the Camp Dawson Army Training Site, Kingwood, Preston County, West Virginia per the scope of work, bid requirements, terms and conditions, the Agency's Expression of Interest AEOL-ADJ22000000001 dated: 05/09/2022, the Vendor's signed agreement/Scope of Work letter dated: 06/13/2022, all incorporated herein by reference and made apart of hereof. See attached.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	198400.50
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Vegetative Communities & Wetland Survey/Inventory

Extended Description:

Provide environmental engineering services for a Vegetative Communities & Wetland Survey/Inventory and Assessment in support of the Integrated Natural Resources Management Plan for the Camp Dawson Army Training Site, Kingwood, Preston County, West Virginia facility, per the attached documentation.

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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the 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

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General's Office (Attorney General approval is as to form only).

☐ **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:** Contract Term specified in attached agreement

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

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

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

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

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

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

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

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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: \$1,000,000.00 per occurrence.

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

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

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

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

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

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

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

☒ *****Please make Insurance Certificate Holder to Read*****
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

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

9. WORKERS' COMPENSATION INSURANCE: 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 hearth, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided. That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Name, Title) Greg Short, Member
(Printed Name and Title) Greg Short, Member
(Address) 1582 Meadowdale Rd., Fairmont, WV 26554
(Phone Number) / (Fax Number) 304-816-3490 866-213-2666
(email address) greg@allstarecology.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

AllStar Ecology LLC
(Company)
Greg Short, Member
(Authorized Signature) (Representative Name, Title)
Greg Short, Member
(Printed Name and Title of Authorized Representative) (Date)
304-816-3490 866-213-2666
(Phone Number) (Fax Number)
greg@allstarecology.com
(Email Address)

EXPRESSION OF INTEREST

Camp Dawson Vegetative Communities & Wetlands Inventory

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The Owner is seeking the services of a qualified professional environmental firm to survey and document the Vegetative Communities and conduct a Wetlands Inventory for the Camp Dawson Collective Training Area located near Kingwood, in Preston County, WV. This project supports the Integrated Natural Resources Management Plan for Camp Dawson.
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1.** Survey all of Camp Dawson lands including cantonment area and all federally supported training areas (3,758 acres) using aerials then ground surveys where necessary to re-establish the boundaries and classification of vegetative communities. Survey methods will be largely based on the USFWS monitoring procedures for National Wildlife Refuges maintaining data compliance with NGB (National Guard Bureau) standards.
 - 2.2.** Survey the facility for previously documented extant occurrences, historical occurrences and new occurrences of known federal and state listed plant species of special concern.
 - 2.3.** Update all vegetative community data including existing and new species survey data to conform to the National Vegetation Classification System (NVCS) in accordance with the NGB (National Guard Bureau) GIS data standards.
 - 2.4.** Perform jurisdictional wetland delineation or delisting on all known wetland areas that occur on Camp Dawson Lands, see more detailed description in the Contractor Scope of Work, Exhibit C attached.
 - 2.5.** Produce digital mapping of the jurisdictionally delineated wetlands on Camp Dawson lands, see more detailed description in the Contractor Scope of Work, Exhibit C attached.
 - 2.6.** Provide all GIS files in conformity with NGB (National Guard Bureau) GIS data standards.



State of West Virginia
Agency Expression of Interest
Architect/Engr

Proc Folder: 1041948			Reason for Modification: ADDENDUM NO. 1-To provide responses to vendor questions Bid opening remains the same
Doc Description: Camp Dawson Vegetative Communities & Wetland Survey			
Proc Type: Agency Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-19	2022-05-24 12:30	AEOI 0603 ADJ2200000001	2

BID RECEIVING LOCATION

PROCUREMENT ANALYST
ADJUTANT GENERALS OFFICE
1707 COONSKIN DR

CHARLESTON WV 25311
US

VENDOR

Vendor Customer Code:

Vendor Name : AllStar Ecology LLC

Address : 1582

Street : Meadowdale Rd.

City : Fairmont

State : WV

Country : U.S.

Zip : 26554

Principal Contact : Greg Short

Vendor Contact Phone: 304-816-3490

Extension:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 561-6629
claude.d.wingerd.nfg@army.mil

Vendor
Signature X

FEIN# 26-1557130

DATE 06-13-2022

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

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		ADJUTANT GENERALS OFFICE 1705 COONSKIN DR	
CHARLESTON US	WV 25311	CHARLESTON US	WV 25311

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camp Dawson Vegetative Communities & Wetland Survey				\$198,400.50

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:

The WV Army National Guard (WVARNG), Environmental Protection Office is seeking a qualified professional consulting firm to provide engineering services to survey and document the Vegetative Communities and conduct a Wetlands Inventory for the Camp Dawson Collective Training Area located near Kingwood, Preston County, WV per the attached documentation.



AllStar Ecology LLC

June 13, 2022

West Virginia Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive
Charleston, WV 25311

Attn: Dean Wingerd, Procurement Analyst

**RE: Camp Dawson Vegetative Communities & Wetlands Inventory
AEOI-ADJ2200000001**

Mr. Wingerd:

AllStar Ecology LLC (AllStar) is pleased to submit our firm fixed price of \$198,400.50 as a professional environmental services firm to provide botanical and wetland survey and documentation for the Camp Dawson Collective Training Area located near Kingwood in Preston County, West Virginia.

This submission includes our Proposed Scop of Work. Our lump sum, Firm Fixed Fee Proposal includes all tools, labor, travel, and other direct costs associated with the contract. We anticipate the period of permance of this work to commence with Notice to Proceed and will finalize completion of the associated tasks by September 15, 2022. During project initiation a more refined calendar will be developed in conjunction with the West Virginia Army National Guard (WVARNG).

We look forward to supporting WVANG with this project. If you have any questions regarding this Proposal, please contact me at (304)-216-5690, or by email at: greg@allstarecology.com.

Sincerely,

Greg Short, Jr.
Member, Senior Project Manager

Project and Goals

Step 1 - AllStar will survey all of Camp Dawson lands including cantonment area and all federally supported training areas (3,758 acres). AllStar will utilize recent aerials, topographic maps, LIDAR data, and existing GIS data to re-establish the boundaries and classification of vegetative communities. The desktop assessment will then be ground-truthed to confirm the boundaries and classification of vegetative communities. Survey methods will be based on the USFWS monitoring procedures for National Wildlife Refuges maintaining data compliance with National Guard Bureau (NGB) standards.

Step 2 - AllStar botanists will survey the facility for previously documented occurrences, historical occurrences, and new occurrences of known federal and state listed plant species of concern. AllStar botanist will document and map all occurrences of federal and state listed plant species of special concern found onsite. AllStar botanist will utilize GPS receivers to locate previously documented instances of species, map current extents and investigate habitats where species were previously documented and/or are likely to occur.

Step 3 - AllStar botanists and staff will update all vegetative community data including existing and new species survey data to conform to the National Vegetation Classification System (NVCS) in accordance with the NGB GIS data standards. Upon completion of desktop and field survey evaluation, AllStar botanists and staff will use their extensive mapping and vegetation work experience to create updated shapefiles, mapping, and reports.

Step 4 - AllStar Environmental Scientists will complete a delineation or delisting on all known wetlands that occur on the facility that were previously identified. Additionally, any additional wetlands will be located and delineated. AllStar will follow the U.S. Army Corp of Engineers (1987) wetland delineation manual and U.S. Army Corps of Engineers 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0. AllStar will utilize sub-meter accuracy GPS receivers to locate, determine boundaries, and document wetlands within the facility.

Step 5 - AllStar will produce digital mapping of the jurisdictionally delineated wetlands on the Camp Dawson lands, vegetative communities, and federal and state listed plant species of special concern. AllStar will produce digital mapping products in the form of shapefiles, as well as final mapping products in PDF format. AllStar will also prepare a written reports for the wetland delineation, vegetative communities, and federal and state species of special concerns to include all methods and delineation details and digital mapping for wetlands delineated onsite.

Step 6 - AllStar provides various GIS files for clients in numerous formats and will create GIS files in conformity with the NGB GIS data standards as required.

Tasks

Task 1: Meet with Camp Dawson (CD) Environmental personnel to coordinate field surveys, use of CD materials, and develop an outline for a work plan to meet the project objectives. The pre-work conference will be scheduled within 15 working days at Camp Dawson after the WV Purchase Order has been signed but prior to actual start of the work. The agency, Camp Dawson Environmental, will coordinate with the contractor on the meeting date.

Task 2: Prepare a summer survey work plan proposal for this project defining methodologies to be employed for the surveys; how data will be collected, stored, analyzed and updated; a complete breakdown of costs; and a proposed schedule for all work submission of deliverables. The curriculum vitae of the primary researchers and technicians for the various surveys shall also be submitted with this proposal.

Task 3: Complete the summer survey work plan prepared for the survey period.

Task 4: The contractor will prepare and submit a draft Vegetative Communities Inventory Report which will include the update of the Rare Plant Community Data (dVCIR). The contractor will prepare and submit a draft Wetland Inventory Report which will include all jurisdictionally delineated wetlands. (dWIR) The contractor will work closely with WVARNG personnel, as necessary, while developing the documents. The documents will have line numbers on each page (when applicable) to aid in the review and comment process. The WVARNG POC will be responsible for circulating these documents to WVARNG personnel, as appropriate.

Task 5: The contractor will prepare and submit a final (fVCIR) and (fWIR). WVARNG personnel will review the (fVCIR) and (fWIR) and will provide the contractor with written comments on the documents and updated data. The contractor will revise the documents and data based on comments received from installation personnel and prepare a (fVCIR) and (fWIR).

All photographs, field notes, reports, maps, and other data generated by the contractor while completing this scope are the property of the WVARNG and will be provided to the WVARNG at the end of this project. The contractor may retain copies for their files but may not release this information without the written consent of the WVARNG.

5.0 Reports/Deliverables

1. The plan of work with attached start-up letter within thirty (30) days after award of the contract.
2. Two (2) copies of the (dVCIR) and (dWIR) including maps in hard copy and one (1) electronically by September 10, 2022.
3. Three (3) copies of the (fVCIR) and (fWIR) including maps in hard copy and one (1) electronically by September 30, 2022.

All SDSFIE NGB compliant GIS data layers will be included in the electronic submission as outlined in section

Task 6 - GIS Data - The contractor will coordinate with the WVARNG POC to ensure that GIS data is packaged in a manner compatible with WVARNG software.

SDSFIE. The SDSFIE (<https://www.sdsfieonline.org>) is the Department of Defense's information model for installation level GIS data. It is a broad standard that covers business mission areas across the installations, energy, and environment domain. The Installation Geospatial Information and Services (IGI&S) Governance Group develops the SDSFIE.

Attribute Data. The Contractor is required to populate to the best of their abilities ALL attribute fields in each feature class for vegetative communities and jurisdictionally delineated wetlands (tables 1 and 2). It is HIGHLY recommended the Contractor provide a list of all the particular attribute fields to his/her field personnel, so the majority of the GIS data acquisition can occur during the field activities.

- After the Contractor has attempted to populate the attribute data, the Contractor shall provide a list of all fields they cannot populate and the WVARNG Project Manager will attempt to provide the information. The Contractor will then populate the attribute information based on the WVARNG Project Manager's responses.

Metadata. The Contractor will create and/or edit metadata for each feature class covered under this SOW. All GIS spatial data created shall meet the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (FGDC-STD-001-1998) (<https://www.fgdc.gov/resources/download-geospatial-standards>). In addition, the projection, datum, and coordinate systems must be defined and documented in the metadata. Metadata shall be presented as a binary component in each feature class (i.e. capable of being viewed under the metadata tab of ARCatalogue).

Metadata should strive to relay the what, when, where and, if relevant, the who, why, and how of the resource. Examples:

What feature or feature collection does the resource represent?

When did the content occur when was it captured?

Where is the content located on the earth?

Who is authority for the resource?

Why was the resource created?

How is the resource formatted?

This paragraph is from FGDC Technical Guidance: Data.gov and The Geoplatform metadata recommendations.

Data Collection. When collecting spatial data with a global positioning system (GPS) receiver, the Contractor shall ensure the GPS receiver is:

- Functioning properly and the battery(s) is charged.
- Can receive positional information from a minimum of 12 satellites and a base station concurrently.

- Can perform differential correction during data collection.
- Set to the following configuration:
 - Minimum number of satellites: 5
 - Minimum satellite elevation: 15 degrees
 - Maximum signal to noise ratio: 6
 - Maximum acceptable PDOP: 6
 - Sampling rates, Point Feature: 1 second sampling intervals with a minimum of 40 positions per point.
 - Line/area: 5 second sampling intervals.
 - Position Mode: 3D Manual
 - Log DOP and PP data: Yes
 - Differential correction: Available and using

Field personnel shall quality check the collected GPS data. To the extent possible, this check will include determining that data were collected under the conditions specified by the data requirements mentioned above. Comparing the collected GPS data to other existing positional data for the same area using the GPS unit manufacturer's desktop software, a GIS application, or a published map will help determine that data is acceptable.

Upon review of the data, post processing will be performed. Differential correction via post-processing should be done in accordance with manufacturer's GPS software documentation. Exporting data for use in other software or to place collected GPS data in an alternative projection, datum, and spheroid, should be done in accordance with manufacturer's GPS software documentation.

After post processing, the GPS data shall be reviewed, selected, exported, edited, and transferred to the appropriate feature class by the Contractor.

PAYMENT INFORMATION AND DELIVERABLE SCHEDULE

There shall be two payments allowed under this scope of work.

A. Payment No 1 - Fifty percent (50%) of the contract sum less previous payments upon successful completion of the draft documents and data update.

B. Payment No. 2 - One hundred percent (100%) of the contract sum less previous payments, plus or minus all approved change orders upon final inspection and acceptance of all tasks outlined in this scope of work.

The contractor will request payment by submitting detailed invoices, *in quintuplicate*, to

HQ WVARN, ATTN:
WV AR-F-EP,
1703 Coonskin Drive,
Charleston, WV 25311-1085

DELIVERABLES	DATE	PAYMENT SCHEDULE
Project Start Date		
Weekly Progress reports	Provided weekly or upon request	
Completion of Surveys		
Completion of Draft Survey Reports and Data Update		50%
Completion of Project		50%

- Upon completion of the project, all non-expended field supplies that were purchased with funds provided by Camp Dawson Army Training Site (CDATS) will become the sole property of the CDATS.

Clarifications and Assumptions

1. WVANG will provide all GIS Shapefiles and Background files which have previously been created/utilized.
2. There will be no stream data associated with these survey efforts as only wetland delineation/identification is requested for this contract.
3. WVANG will provide GIS standards/templates to utilize.
4. ASE will utilize our report template unless otherwise directed by WVANG.

Personnel Hourly Rates

Project Manager	\$120.00
Environmental Scientist I	\$85.00
Environmental Scientist II	\$90.00
Environmental Scientist III	\$95.00
Lead Wildlife Biologist	\$95.00
Lead Fisheries Biologist	\$95.00
Lead Forester	\$95.00
Lead Archaeologist	\$95.00
Restoration Specialist	\$95.00
Archaeologist	\$90.00
GIS Specialist	\$90.00
Environmental Inspector	\$90.00
Stormwater Inspector	\$75.00
Specialty Environmental Laborer	\$65.00
Expert Witness Testimony and Research	\$250.00

Field Charges

GPS	\$100/day/unit	Non-Motorized Boat	\$50/day/unit
Wood Stakes	\$0.60 each	Turbidimeter	\$25/day/unit
Flagging	\$2.25/roll	Water Quality Probes	\$100/day/unit
ATV/UTV	\$50/day/unit	Scuba Gear	\$150/day/unit
Mist Net Set (Bats)	\$10/day/unit	Flow Meter	\$50/day/unit
Acoustical Detector (Bats)	\$25/day/unit	Electrofischer	\$120/day/unit
Radio Transmitter (Bats)	\$250/unit	Total Station	\$100/day/unit
Telemetry Equipment (Bats)	\$25/day/unit	Laser Level/Rod	\$25/day/unit
Motor Boat	\$500/day/unit	Field Sampling Supplies	\$25/day
John Boat	\$150/day/unit	Lab Supplies	\$20/day

Reimbursable Expenses

- Permit and review fees, federal, state, and county coordination, public notice advertisements, etc.
- Automobile mileage at \$0.95 per mile and per diem at current federal rate.
- Applicable local, state, and federal taxes.
- Postage and delivery services on Client's behalf.
- Sub-contracting services as authorized by Client.

AllStar Ecology LLC
1582 Meadowdale Rd. Fairmont, WV 26554
www.AllStarEcology.com
Office: 304-816-3490
Fax: 1-866-213-2666

Effective Through 12/31/2022