



Procurement Contracting & Payment Services
 One Waterfront Place / 3rd Floor / Don Knotts Blvd
 PO Box 6024
 Morgantown WV 26506
 Ph: 304-293-5711

Visit WVU PCPS on the internet: <http://pcps.wvu.edu>

Number: U19THRASHER

Please show this number on all packages and documents related to this Order.

Vendor: The Thrasher Group, Inc 600 White Oaks Blvd. Bridgeport, WV 26330		Ship To: Department of Geology and Geography 431 Brooks Hall Morgantown, WV 26505-6064		Invoice To: West Virginia University Payment Services One Waterfront Pl / 3rd Fl / Don Knotts Blvd PO Box 6024 Morgantown WV 26506-6024 Ph: 304-293-5711 Itemize Invoices According to Purchase Order One (1) original invoice required	
Date of Order / Buyer: 2/27/19 J. Farner	Payment Terms: 30 Net	Ship Via: N/A	FOB: N/A	Freight Terms: N/A	Delivery Date: Per Agreement

AGREEMENT

This Agreement constitutes acceptance of contract by and between West Virginia University Board of Governors on behalf of West Virginia University and The Thrasher Group, Inc.

for: Multi-county, leaf-off orthoimagery

Services beginning Start Date: February 15, 2019 and extending through End Date: December 31, 2022

All products/services shall be provided/performed in accordance with the standard form of agreement attached hereto as a part hereof.

Service performed under this Agreement is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

If 'Open-End' is stated in lieu of total purchase order amount - it is due to indefinite quantity or length of service required; but, only to the extent the services remain within the intended scope of work.

Total Amount of this Order: Open End

Authorized Purchasing Agent Signature: _____



AGREEMENT FOR SERVICES
Between
WEST VIRGINIA UNIVERSITY
And
THE THRASHER GROUP, INC.

This Service Agreement ("Agreement") made this 15th day of February 2019, by and between the West Virginia University Board of Governors on behalf of West Virginia University and its Department of Procurement, Contracting and Payment Services located in Morgantown, WV 26506, ("University"), and The Thrasher Group, Inc. located at 600 White Oaks Blvd., Bridgeport, WV 26330, ("Vendor").

WHEREAS, the University desires to have the Vendor perform certain professional services;

WHEREAS, the Vendor represents that he/she is qualified, ready, willing and able to perform such professional services; and

THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Agreement agree as follows:

1. **Scope of Work.**

Vendor shall provide the labor, supervision, equipment, materials, supplies and other necessary items to perform the professional services set forth in Exhibit A ("Services"), with the standard of professional care and skill customarily provided in the performance of such Services and to the satisfaction of the University.

2. **Agreement Term.**

This Agreement shall commence on February 15, 2019, and will terminate on December 31, 2022, or as otherwise stated in this Agreement. The University reserves the right to alter the starting and ending dates according to the needs of the University.

3. **Compensation.**

- A. The University will pay Vendor for the Services performed hereunder on the following basis (specify rates or flat fixed fee) set forth in Exhibit B (Pricing); all expenses agreed to by the parties, including travel, shall be included in the daily rate or fixed fee compensation. University will not reimburse or otherwise be responsible for fees not contained therein. Any terms or conditions contained in an invoice or rate schedule which are different from, in addition to, or which vary the terms and conditions of this Agreement, shall not be binding upon University and University objects thereto.
- B. Payment will be made upon submission of detailed invoices and any other documentation required for such payment based upon Section 3 A., above. Payment will only be made in the name of the Vendor as specifically identified and set forth in this Agreement. Invoices shall contain, or be attached to, supporting documentation that is satisfactory to the University which, at a minimum, shall state the Service rendered in detail, dates of Service, Contract Identification, and any additional information facilitating the proper allocation and payment of such invoice. Payment Terms shall be Net 30.
- C. If applicable, Vendor must be registered with the State of West Virginia pursuant to W. Va. Code §18B-5-5 before the Vendor is eligible to render services to the University. To be eligible to render services hereunder, Vendor must have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. By execution of this Agreement, Vendor warrants that it is a registered vendor with the State of West Virginia and in good standing.
- D. Upon request from University and upon execution of this Agreement, Vendor shall provide University with a completed original Department of the Treasury, Internal Revenue Service, Form W9 "Request for Taxpayer Identification Number and Certification."
- E. University shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, University shall provide, upon the request of Vendor, all applicable tax exemption certificates.



- F. All invoices for Services shall be paid in arrears within thirty (30) days after the submission by Vendor of a valid invoice for Services rendered. Pursuant to W. Va. Code § 12-3-10, payments may only be made after the services have been performed. No deposit or prepayment may be requested by Vendor or paid by University.
- G. If performance of this Agreement extends beyond the current fiscal year (ending June 30), Vendor acknowledges that financial obligations of University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and or otherwise made available. In the event funds are not appropriated, budgeted or otherwise available for these Services, this Agreement becomes void and of no effect after June 30.

4. **Reporting.**

In rendering the Services performed hereunder, the Vendor shall communicate with West Virginia University through its Department of Geology and Geography to the attention of Kurt Donaldson.

University shall have the right, but not the duty or obligation, to inspect the work at any time to ensure compliance with the terms and provisions of this Agreement.

5. **Method of Operations.**

- A. Vendor shall promptly commence and diligently prosecute the Services in a safe, careful, skillful, efficient and workmanlike manner in accordance with recognized methods and practices, in compliance with all lawful policies of the University, and in compliance with all federal, state and local laws, rules and regulations, orders and permits, now existing or hereinafter enacted with respect to the Services and the Vendor, including but not limited to, laws relating to equal employment opportunity, as well as all generally accepted standards applicable to such work.
- B. Vendor certifies that it does not owe any debt or delinquent taxes to the State of West Virginia at the time of execution of this Agreement pursuant to W. Va. Code § 5A-3-10a.
- C. Vendor submits that to its knowledge, no officer or employee of the State of West Virginia or University has participated in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in W. Va. Code § 6B-1-2, *et seq.* (2010).
- D. Vendor certifies that it (a) has full power and authority to enter into this Agreement and (b) will not hereafter enter into any agreement or understanding with anyone else that might conflict with this Agreement.
- E. Unless otherwise directed by University in writing, Vendor shall secure all necessary permits, licenses, bonds (if applicable) and identification numbers required to perform the Services and shall pay all fees in connection therewith. Vendor shall be fully responsible for compliance with same and shall fulfill all obligations in relation thereto. If requested, Vendor shall provide University with copies of all permits, licenses, bonds and identification numbers required to perform the Services.
- F. Vendor shall provide to University all documentation necessary and required to show proof of insurance and proof of Workers' Compensation coverage prior to University executing this Agreement. Vendor further agrees and understands that failure to maintain the required insurance as stated in Section 14 may lead to termination of this Agreement pursuant to Section 14 below, in the sole discretion of University.
- G. Vendor shall annually perform the necessary, complete and thorough background and any other applicable checks prior to assigning any person or persons to provide Services to WVU, and, upon WVU's request, shall provide evidence to WVU that such person(s) have successfully completed such checks. Vendor will not permit any person to perform Services if such person has not successfully completed a background and any other applicable check. The documentation for these checks should be available for inspection by WVU within twenty-four (24) hours of such request.



H. All persons performing work for WVU must follow WVU employee policies, <http://employeerelations.hr.wvu.edu/wvu-handbooks>. Failure to comply with WVU employee policies may result in the removal of said individual from WVU campuses.

6. **Relationship of the Parties.**

Vendor shall perform the Services as an independent contractor. University is interested only in the results to be achieved and compliance by Vendor with the terms and conditions of this Agreement and all applicable laws. The conduct and control of the Services shall lie solely and exclusively with Vendor. Neither Vendor nor any of its agents, employees, subcontractors, servants or invitees (collectively "Vendor's Employees") shall be considered an agent or employee of University, nor shall anything in this Agreement be construed as creating a single enterprise or joint venture, for any purpose. Vendor's Employees are not entitled to any benefits provided by University for its employees. However, the work is subject to the right of inspection and approval by University and all applicable governmental authorities. Vendor shall be solely responsible for the acts of Vendor and Vendor's Employees during the performance of the Services.

7. **Written Notice/Delivery.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent either by registered or certified mail with return receipt requested, facsimile transmission with confirmation of receipt, or by national overnight courier, addressed to the receiving party at the address below:

The Thrasher Group, Inc.:
c/o Jacob Darrah
10125 Mason Dixon Highway
Burton, WV 26562
Phone: (304) 662 6486
Email: jdarrah@thethrashergroup.com

West Virginia University:
c/o Kurt Donaldson
431 Brooks Hall
Morgantown, WV 26505-6064
Phone: (304) 293 9467
Email: kurt.donaldson@mail.wvu.edu

8. **Examination of Records and Vendors Progress.** The University shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions related to this Agreement until the expiration of three years after final payment hereunder. In the performance of the Services, Vendor has the authority to control and direct the performance of the details of the work, the University being interested only in the results obtained. However, the work contemplated herein must meet the University's standards and approval and shall be subject to the University's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Publicity.** It is also agreed that no advertising publicity matter having or containing any reference to West Virginia University, or in which the name is mentioned, shall be made use of by the Vendor or anyone on the Vendor's behalf unless and until the same shall have first been submitted to, and received the written approval of, an authorized representative of the University.

10. **Non-Discrimination.** The Vendor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. **Intellectual Property.** All of the materials developed by Vendor and all materials prepared for and delivered to the University by Vendor under this Agreement shall belong exclusively to the University and shall be deemed to be **works made for hire** and the University shall be the sole owner of all copyright and other proprietary rights (both tangible and intangible), title and interest therein, including the right to revise, edit, and distribute same. Notwithstanding the foregoing, nothing herein conveys or transfers ownership of or rights to Vendor's Intellectual Property. For

the purpose of this Agreement, Vendor's Intellectual Property shall mean and include those tools, templates, reporting formats and other items or artifacts that Vendor employs as part of its normal business. In the event Services resulting from this Agreement include such Vendor's Intellectual Property, then Vendor hereby grants an limited, royalty free, exclusive right to University to use such Vendor's Intellectual Property as it deems fit to carry out the purposes contemplated by this Agreement.

Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the West Virginia University Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

12. **Patent Rights.** The Vendor agrees that any discovery or invention, whether or not subject to patent, developed as a direct result of work done under this Agreement, shall be the sole property of the University and the University shall have the exclusive right to any patent derived therefrom. Vendor further agrees to report promptly in writing to the University any discovery or invention developed under this Agreement.

13. **Indemnification.** Vendor agrees to indemnify, defend, and hold whole and harmless the University, its affiliates, and their respective Board of Governors, officers, employees and agents (collectively, the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys' fees and costs of defense (collectively, "Losses"), arising out of or incident to (a) Vendor's performance hereunder, (b) the presence of Vendor, its employees, agents or invitees on University premises, (c) any breach of any warranty of Vendor contained herein, and (d) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods and/or service provided by Vendor hereunder; provided that Vendor shall not be liable for Losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Const. Art. VI § 35 and Art. X § 6 do not allow University to hold harmless or indemnify Vendor.

14. **Insurance.** During the term of the Agreement, Vendor shall procure, at its own expense, and maintain for the duration of the Agreement, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits (c) Commercial Automobile insurance in the amount of \$1,000,000 per occurrence for all owned, non-owned, hired, leased, rented, and employee non-owned vehicles, (d) where applicable, professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, with proof that coverage shall remain in effect for a minimum of three years from the date of completion of the project, Vendor shall provide such other insurance as may be required by law. All insurance carried by Vendor in connection with the Services shall list University as an additional insured and such insurance shall be primary and not contributory as to any other insurance the University may have in effect. The Vendor shall provide a certificate of insurance to the University evidencing required coverage prior to commencement of the Services. All policies shall provide a minimum of thirty (30) calendar day's written notice prior to cancellation or material change. The insurance company(ies) providing the above described coverage shall have an AM Best Rating of no less than (A-) excellent.

University does not express any opinion as to the sufficiency of the liability limits set forth above. The insurance required hereunder is not a limitation of any liability of Vendor.

15. **FERPA.** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA") and University's FERPA Policy found at <http://ferpa.wvu.edu/policy> including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2).

16. **HIPAA.** Vendor shall, if applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS"), 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.

17. **Confidentiality of Information.** In order for the Vendor to effectively provide the Services required under this Agreement, it may be necessary or desirable for the University to disclose to the Vendor confidential and proprietary information and trade secrets pertaining to the University's past, present and future activities. The Vendor hereby agrees to treat information which has been designated to the Vendor by the University in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Vendor further agrees that it will not disclose

any such information so designated to anyone outside of the University during the period of this Agreement or thereafter without the prior written consent of the University, unless the Vendor is required to disclose any such information for the following reasons: 1) To comply with a legal or court order, 2) to defend itself or pursue its legal rights in a legal proceeding, or 3) to protect the health, safety, or welfare or others.

18. **Termination.** University reserves the right, in its sole discretion, to terminate this Agreement, in whole or in part, without penalty, upon written notice to Vendor. Such notice shall be delivered pursuant to Section 7, above. Upon receipt of such notice, the Vendor shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the University all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Vendor in performing this Agreement, whether completed or in progress. Vendor will be compensated for Services provided pursuant to this Agreement to the effective date of termination only.

19. **Force Majeure.** Neither Vendor nor University shall be liable for any failure or delay in its performance of this Agreement if such failure or delay is directly or indirectly occasioned by an event of Force Majeure. For purposes hereof, "Force Majeure" means any event beyond the control of either party and which is relied upon by either party as justification for delay in, or as excuse from complying with, any obligation required of the party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Services; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Premises; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the Services. In the event of Force Majeure, and during the continuance thereof, the obligations under this Agreement shall be suspended and neither party shall have any liability to the other due to such event of Force Majeure or such suspension. If the Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then either party shall have the right to terminate this Agreement and shall not have any liability to the other party other than any monetary obligations to the other which has become due prior to the date of such termination.

20. **Changes.** The University may, from time to time, require changes in the scope of the Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement.

21. **Jurisdiction; Governing Law.** The laws of the State of West Virginia shall govern the interpretation and enforcement of the Agreement. All disputes arising out of related to this Agreement shall be filed by Vendor



in the West Virginia Court of Claims in Kanawha County or filed by University in a court of competent jurisdiction.

22. **Successors and Assigns.** This Agreement binds and benefits the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. The personal skill, judgment and abilities of the Vendor are an essential element of this Agreement. Therefore, although the parties recognize that the Vendor may employ qualified personnel to provide Consulting Services under the Vendor's supervision, the Vendor shall not assign, transfer or subcontract any portion of the Consulting Services to another party without the prior written consent of the University.

23. **Headings.** The headings of the herein are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Non-Waiver Provision.** The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

25. **Severability.** Each provision of this Agreement is to be interpreted in such a way as to be valid under applicable law. If any provision is invalid under applicable law, it is to be considered ineffective only to the extent of such invalidity and the remainder of the provision and the other provisions of this Agreement remain valid.

26. **Survival.** The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including, but not limited to, indemnities, certifications, warranties, and any expressed limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

27. **Authorized/Electronic Signatory.** If the Agreement is signed by someone other than the Vendor, the person signing expressly warrants that he/she is the authorized person/entity to execute this Agreement for the Vendor. Any signed document transmitted by fax or other electronic means shall be considered an original document and shall have the binding and legal effect of an original document.

28. **Entire Agreement.** This Agreement and any attachments hereto, represent the entire agreement between the parties and supersedes any prior oral or written understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day, month, and year first written above.

The Thrasher Group, Inc.

West Virginia University Board of Governors

On behalf of West Virginia University

By: Jacob Darrah

By: Joshua W. Farner

Print: JACOB DARRAH

Print: Joshua W Farner

Its: REMOTE SENSING MANAGER

Its: Category Analyst

Date: 2-27-19

Date: 2/27/19

Approved as to form prior to acknowledgment thereof

this 11th day of May, 20 16.

Patrick Morrissey, Attorney General

By: J. Robert Hishie, Chief Counsel

This statement of work ("SOW") dated February 15, 2019 is issued pursuant to the terms and conditions of Agreement for Services number U19THRASHER with an effective date of February 15, 2019, by and between West Virginia University Board of Governors on behalf of West Virginia University ("University") and The Thrasher Group, Inc. ("Vendor").

Exhibit A
Scope of Services

- I. Purpose of Statewide Imagery Program: These scope of services support a coordinated statewide imagery program, a collective approach where partners share imagery acquisition costs in an equitable manner and based on the available funding of organizations. Funding for this West Virginia Statewide Imagery Program (WVSIP) includes seed money from a FEMA Hazard Mitigation Assistance grant to focus on data gaps in leaf-off imagery that are preventing West Virginia from achieving detailed hazard identifications and risk assessments. To meet the needs of the largest number of potential participants, a variety of 4-band digital imagery options are available through the WVSIP program to include countywide unit pricing for 12-inch, 6-inch, 4-inch, and 3-inch spatial resolutions. This agreement allows for municipalities, counties, state agencies, and the federal government to tap into an existing contract to acquire imagery at a known unit price that is usable during the four-year time period 2019-2022.
- II. Priority Mapping Areas: Throughout the four-year performance period of this agreement, the agency program manager (University) will convey the priority mapping areas to the Vendor based on the criteria below.
 - a) Counties with no leaf-off imagery acquired since 2010
 - b) Counties contracted for digital parcel conversion projects
 - c) Counties with limited funds for imagery acquisitions
 - d) Other county and partnership funding
- III. Geographic Area: The geographic area is for the entire state of West Virginia.
- IV. Products
 - a) Countywide uncompressed imagery tiles. Imagery shall be delivered in county units with menu pricing options of 12-inch, 6-inch, 4-inch, and 3-inch resolutions depending on funding resources and priorities. A target resolution of 6 inches is recommended for counties that can afford this level of detail. The horizontal accuracy standard shall be ASPRS Class 1.
 - b) Countywide compressed mosaic. Imagery mosaics will combine all the county's geographic area's tiled images into a single, mosaicked, compressed file using the MrSID format.
- V. Project Schedule
 - a) The schedule for counties will be coordinated each year before the spring flight.
 - b) For spring flights, all ensuing deliverables must be completed before the end of the calendar year, and preferably before October 1.
- VI. Program Management
 - a) Vendor Project Manager: The selected vendor will appoint a Project Manager to oversee the imagery acquisitions, delivery, and quality control in accordance with the technical specifications. The Vendor Project Manager is responsible in developing a contract or MOU for each entity.

- i) Program Contacts: Staffing resources are critical to the successful operation of any imagery acquisition program. Key points of contact for the multi-county, leaf-off orthoimagery program include:
 - (1) Vendor Project Manager: The selected vendor will appoint a Project Manager to oversee the imagery acquisitions, delivery, and quality control in accordance with the technical specifications. The Vendor Project Manager is responsible in developing a contract or MOU for each entity.
 - (2) State Program Manager: The program will be administered by an agency program manager or designee who outlines the technical specifications, oversees the selection process, and assists in executing the partnership MOUs. The program manager assists in developing a contract or MOU that binds the partnerships together.
 - (3) Partner Agencies: Each organization receiving imagery will provide a point of contact.
- b) Responsibilities: Responsibilities of vendor, state, and other partners
 - i) VENDOR (Acquisition Project Manager)
 - (1) Lead technical unit for collection and completing all deliverables in accordance with technical specifications
 - (2) Submit a Statement of Work/Memorandum of Understanding for each mapping activity to include specifications, timelines, budget, and deliverables for each jurisdiction for approval by State and local authorities
 - (3) Coordinate with the State Program Manager on work tasks, work priorities/schedules, and deliverables.
 - (4) Execute start-up and closing meetings for each mapping activity
 - (5) Warrant data quality and mapping for 12 months after contract completion
 - (6) Provide a project management implementation plan and timeline on completing requirements for multiple counties before the end of the performance period
 - (7) Notify the Agency Program Manager of any changes with the subcontractor
 - ii) STATE (Agency Program Manager)
 - (1) The imagery program is managed and administered by an agency program manager who has played a strong role in building the program. For this agreement, it will be the WV GIS Technical Center at West Virginia University.
 - (2) Identify which counties should receive federal or state funding
 - (3) Provide imagery specifications and standards to vendors
 - (4) Assist with research in identifying communities with digital tax map deficiencies in the State. Provide other in-kind technical support as defined in the Statement of Work.
 - (5) Assist in template of Statement of Work/Memorandum of Understanding
 - (6) Review and approve the Statement of Work/Memorandum of Understanding, specifications, timelines, and deliverables for each county or organization
 - (7) Approve Notifications to Proceed on mapping activity projects
 - (8) Receive and quality check all deliverables prior to releasing any grant payments

iii) PARTNER (Agency Contact)

- (1) A partner is any organization that shares in the imagery program costs
- (2) Identify an agency point of contact for the project
- (3) Review and approve the Statement of Work/Memorandum of Understanding that includes specifications, timelines, and deliverables for each jurisdiction
- (4) Provide input to the vendor on file formats and coordinate systems for computer-aided dispatch (CAD), geographic information systems, etc.

VII. Technical Specifications: All orthoimagery must meet the following specifications:

- a) Flight Window: Prior to the onset of spring vegetation, the flight window for West Virginia is typically between late February and middle April with March being the optimal month for imagery collection. In the event that the Vendor cannot acquire imagery for a planned project area within the flight window, the State and affected partners will need to approve any deviation from the schedule.
- b) Image Quality: Clear and sharp in detail. No cloud cover on any single photograph/image. No defects such as out-of-focus images. No inconsistencies in tone and density between adjacent orthos or sheets. Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
- c) Building Lean: An effort should be made to eliminate significant building lean across the entire project area.
- d) Projection/Coordinate System: State Plane Coordinate System or UTM Zone 17. The coordinate system will be determined for each mapping activity statement.
- e) Ortho Tiling Grid: Ortho image tiles shall follow a uniform grid size with each tile roughly the size of a land section.
- f) Ortho Tile Format: Ortho image tiles shall be in GEOTIFF format; tile naming will be agreed upon during final scope of work discussions.
- g) Ortho Tile Naming: Ortho image tiles shall be named using an agreed upon file naming convention. Tile names should include a unique location identifier.
- h) Ortho Accuracy Standards: Subject to the current ASPRS Accuracy Standard for digital orthoimagery and large-scale maps.
 - i) Horizontal accuracy shall be ASPRS Class 1.
 - ii) Reference: http://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf
- i) No Data: Any area within a deliverable ortho image that has no imagery is to be assigned a "No Data" RGB value of 0,0,0 or 255,255,255. Only one of these RGB values is to be used across all project tiles.
- j) Image Type: 3-band
- k) Collection conditions:
 - i) Four consecutive leaf-off seasons in the 2019-2022 quadrennium.
 - ii) Leaf-off imagery.

- iii) Imagery shall be acquired during minimal shadow conditions.
- iv) Imagery acquisition shall occur when the sun angle is greater than 30-degrees above the horizon.
- v) Imagery shall be acquired only under conditions free from clouds and cloud shadows, fog, smoke, haze, light streaks, snow, ice on water bodies, flooding, and excessive soil moisture.
- l) Coverage Buffer: Imagery coverage shall extend 1000 feet beyond county political boundaries.

VIII. Digital Terrain Model

- a) The best available digital elevation data will be made available by the State
- b) The Vendor will collect, process, and apply the necessary elevation corrections to remove any distortions due to terrain

IX. Deliverables

- a) Ortho imagery tiles as described in the technical specifications section
- b) Ortho imagery compressed countywide mosaics: The orthoimagery should also be delivered in countywide mosaics. These mosaics will combine all the geographic area's tiled images into a single, mosaicked, compressed file using the MrSID format. The compression ratio will be included in the metadata.
- c) Esri File Geodatabase or shapefile of the project grid
- d) Coverage footprints of varying spatial resolution that distinguish urban and rural collection areas (if applicable)
- e) Ground control points shapefile for future reference
- f) Metadata
 - i) All deliverables will include file and project level metadata
 - ii) Metadata should include all processing steps and software used
 - iii) All image corrections should be well documented in the metadata
 - iv) Compiled RMSE and CE both at 95% should be reported
 - v) Additionally, these topics should be addressed in the metadata
 - (1) Image location and outline
 - (2) 2D accuracy statement referencing the National Map Accuracy Standard for geospatial data at the 95% confidence level
 - (3) Camera used
 - (4) Date and time of acquisition
 - (5) Ground sample distance as collected
 - (6) Focal ratio and exposure time

- (7) Remarks on image quality and artifacts, if any
 - (8) The name of the supervising Certified Photogrammetrist
 - (9) Projection information
 - (10) Elevation data used and detail
 - (11) Use of ground control and/or GPS/IMU and associated internal validation or inspection processes
 - (12) Quality control – Tests for accuracy
- vi) Transmittal: All imagery products will be delivered to the State Program Manager and clients in accordance with the specifications of each mapping activity. Deliverables should be on external hard drives.
- X. Ownership: Imagery purchased through this contract will reside in the public domain.
- XI. Quality Assurance and Quality Control
- a) *Quality Assurance* defines the process, standards, and policies to produce quality aerial imagery. *Quality Control* follows all the defined processes, standards, and policies that have been established in the Quality Assurance to produce verified quality imagery products that meet the client's expectations.
 - b) The State Agency Program Manager reserves the right to hire an outside technical consultant to evaluate the pilot data samples prior to full production. The Vendor shall submit the first County set of orthoimages and all deliverables (tiled orthos, seam lines, GC report, etc) as a "Pilot Project" for a complete QA/QC which will set the precedent for the remaining County deliveries.
 - i) A timeline along with specific control measures will be implemented to produce aerial images that meet or exceed the minimum quality standards and quantifiable technical requirements. These measures include the review of samples for good shadow and highlight detail, acceptable brightness, contrast, enhanced radiometry, and establish a consistent benchmark for color balancing and tone matching for initial and subsequent deliveries.
 - ii) The control measure will be documented and serve as a guideline for future acquisitions and processing.
 - iii) The client or technical evaluation team will receive and approve of imagery samples of a pilot area before the aerial imagery company proceeds to full production.
 - (1) Post-Flight Samples: Immediately after acquisition the review of imagery samples for quality and clarity before processing.
 - (2) Image Processed Samples: Review of image processed samples prior to commencing final project radiometry adjustments and post processing. Prior to proceeding to full production the pilot image submittal will include samples of tiles with variation in color/contrast for selection of the preferred image radiometry.
 - iv) Customer satisfaction will continuously be monitored during the acquisition and processing phases. After the initial deliverables, if a client is not satisfied with the products, then the imagery will be preprocessed for a better result. The client will not be billed if the specifications were not properly followed during the acquisition or processing phases, and all attempts to achieve a better outcome were unsuccessful.

Exhibit B
Pricing

Vendor agrees to not exceed the countywide unit rates or price schedule listed for the services rendered:

Pixel Resolution (Detail Level)	3-inch	4-inch	6-inch	12-inch
Cost per square mile	\$62	\$45	\$36	\$25
Map Scale	1" = 50'	1" = 67'	1" = 100'	1" = 200'
Horizontal Accuracy (ASPRS 1)	0.5 feet	0.66 feet	1.0 feet	2.0 feet

Note: 4-band stacked imagery that includes color infrared can be added at 25% of the acquisition cost

County	Square Miles	12" @ \$25 per square mile	6" @ \$36 per square mile	4" @ \$45 per square mile	3" @ \$62 per square mile
BARBOUR COUNTY	343	\$8,575	\$12,348	\$15,435	\$21,266
BERKELEY COUNTY	322	\$8,050	\$11,592	\$14,490	\$19,964
BOONE COUNTY	503	\$12,575	\$18,108	\$22,635	\$31,186
BRAXTON COUNTY	516	\$12,900	\$18,576	\$23,220	\$31,992
BROOKE COUNTY	93	\$2,325	\$3,348	\$4,185	\$5,766
CABELL COUNTY	288	\$7,200	\$10,368	\$12,960	\$17,856
CALHOUN COUNTY	280	\$7,000	\$10,080	\$12,600	\$17,360
CLAY COUNTY	344	\$8,600	\$12,384	\$15,480	\$21,328
DODDRIDGE COUNTY	320	\$8,000	\$11,520	\$14,400	\$19,840
FAYETTE COUNTY	668	\$16,700	\$24,048	\$30,060	\$41,416
GILMER COUNTY	339	\$8,475	\$12,204	\$15,255	\$21,018
GRANT COUNTY	480	\$12,000	\$17,280	\$21,600	\$29,760
GREENBRIER COUNTY	1024	\$25,600	\$36,864	\$46,080	\$63,488
HAMPSHIRE COUNTY	645	\$16,125	\$23,220	\$29,025	\$39,990
HANCOCK COUNTY	88	\$2,200	\$3,168	\$3,960	\$5,456
HARDY COUNTY	584	\$14,600	\$21,024	\$26,280	\$36,208
HARRISON COUNTY	416	\$10,400	\$14,976	\$18,720	\$25,792
JACKSON COUNTY	471	\$11,775	\$16,956	\$21,195	\$29,202
JEFFERSON COUNTY	212	\$5,300	\$7,632	\$9,540	\$13,144
KANAWHA COUNTY	910	\$22,750	\$32,760	\$40,950	\$56,420
LEWIS COUNTY	389	\$9,725	\$14,004	\$17,505	\$24,118
LINCOLN COUNTY	439	\$10,975	\$15,804	\$19,755	\$27,218
LOGAN COUNTY	455	\$11,375	\$16,380	\$20,475	\$28,210
MARION COUNTY	311	\$7,775	\$11,196	\$13,995	\$19,282

County	Square Miles	12" @ \$25 per square mile	6" @ \$36 per square mile	4" @ \$45 per square mile	3" @ \$62 per square mile
MARSHALL COUNTY	312	\$7,800	\$11,232	\$14,040	\$19,344
MASON COUNTY	445	\$11,125	\$16,020	\$20,025	\$27,590
MCDOWELL COUNTY	535	\$13,375	\$19,260	\$24,075	\$33,170
MERCER COUNTY	420	\$10,500	\$15,120	\$18,900	\$26,040
MINERAL COUNTY	329	\$8,225	\$11,844	\$14,805	\$20,398
MINGO COUNTY	424	\$10,600	\$15,264	\$19,080	\$26,288
MONONGALIA COUNTY	366	\$9,150	\$13,176	\$16,470	\$22,692
MONROE COUNTY	473	\$11,825	\$17,028	\$21,285	\$29,326
MORGAN COUNTY	230	\$5,750	\$8,280	\$10,350	\$14,260
NICHOLAS COUNTY	654	\$16,350	\$23,544	\$29,430	\$40,548
OHIO COUNTY	109	\$2,725	\$3,924	\$4,905	\$6,758
PENDLETON COUNTY	698	\$17,450	\$25,128	\$31,410	\$43,276
PLEASANTS COUNTY	134	\$3,350	\$4,824	\$6,030	\$8,308
POCAHONTAS COUNTY	941	\$23,525	\$33,876	\$42,345	\$58,342
PRESTON COUNTY	651	\$16,275	\$23,436	\$29,295	\$40,362
PUTNAM COUNTY	350	\$8,750	\$12,600	\$15,750	\$21,700
RALEIGH COUNTY	609	\$15,225	\$21,924	\$27,405	\$37,758
RANDOLPH COUNTY	1039	\$25,975	\$37,404	\$46,755	\$64,418
RITCHIE COUNTY	454	\$11,350	\$16,344	\$20,430	\$28,148
ROANE COUNTY	483	\$12,075	\$17,388	\$21,735	\$29,946
SUMMERS COUNTY	367	\$9,175	\$13,212	\$16,515	\$22,754
TAYLOR COUNTY	176	\$4,400	\$6,336	\$7,920	\$10,912
TUCKER COUNTY	421	\$10,525	\$15,156	\$18,945	\$26,102
TYLER COUNTY	261	\$6,525	\$9,396	\$11,745	\$16,182
UPSHUR COUNTY	355	\$8,875	\$12,780	\$15,975	\$22,010
WAYNE COUNTY	512	\$12,800	\$18,432	\$23,040	\$31,744
WEBSTER COUNTY	556	\$13,900	\$20,016	\$25,020	\$34,472
WETZEL COUNTY	361	\$9,025	\$12,996	\$16,245	\$22,382
WIRT COUNTY	235	\$5,875	\$8,460	\$10,575	\$14,570
WOOD COUNTY	377	\$9,425	\$13,572	\$16,965	\$23,374
WYOMING COUNTY	502	\$12,550	\$18,072	\$22,590	\$31,124

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: The Thrasher Group

Authorized Signature: Jacob Darrak Date: 2/12/19

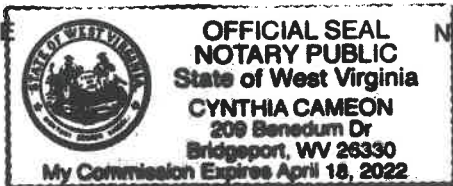
State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 12th day of February, 2019.

My Commission expires April 18, 2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Cynthia Cameon

Purchasing Affidavit (Revised 01/19/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Serena Turchik PHONE (A/C. No. Ext): 216-839-2807 E-MAIL ADDRESS: sturchik@oswaldcompanies.com		FAX (A/C. No): 216-839-2815
	INSURER(S) AFFORDING COVERAGE INSURER A : Allied World Surplus Lines		NAIC # 24319
INSURED The Thrasher Group, Inc. 600 White Oaks Boulevard PO Box 940 Bridgeport WV 26330	RESOU-1	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1925304706

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability Claims Made Retro Date: 1/11/2005	N	Y	03099382	1/1/2019	1/1/2020	Each Claim Aggregate Pollution Liability	\$5,000,000 \$10,000,000 Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Specimen
 For the Purpose of Evidencing
 Coverage Only. --- -----

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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