



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

# State of West Virginia Purchase Order

Order Date: 08-18-2021

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

Order Number:	CPO 0603 0603 ADJ2200000008 1	Procurement Folder:	926641
Document Name:	SPCC Plan Amendment-Agency EOI Under \$250,000.00	Reason for Modification:	Contract document issued to memorialize changes to vendor information and to issue Notice to Proceed.
Document Description:	SPCC Plan Amendment-Agency EOI Under \$250,000.00		
Procurement Type:	Central Purchase Order		
Buyer Name:	Tara Lyle		
Telephone:	(304) 558-2544		
Email:	tara.l.lyle@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-11-13

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000206862 MCKINLEY AND ASSOCIATES INC 32 20TH ST STE 100  WHEELING WV 26003 US Vendor Contact Phone: 304-233-0140 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Phillip Emmerth Requestor Phone: (304) 201-3529 Requestor Email: phill.p.emmerth.nfg@mail.mil  <b>22</b> 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

8-20-21  
BAT

Purchasing Division's File Copy

Total Order Amount: \$9,000.00

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: <u>Tara Lyle 8/19/2021</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>[Signature]</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>Beverly Toler 8-24-21</u> ELECTRONIC SIGNATURE ON FILE
---	--	---

8/23/2021

**Extended Description:**

Contract document issued:

1. To memorialize the change in vendor information, specifically changing the vendor number from the non-headquarters wvOASIS account to the headquarters wvOASIS account.

Contract document CPO ADJ22\*08 will be issued for the following:

Vendor was: McKinley Architecture and Engineering  
32 20th Street Ste 100  
Wheeling, WV 26003  
FEIN: 550696478  
wvOASIS No.: 000000206861

Vendor Now: McKinley and Associates, Inc.  
32 20th Street Ste 100  
Wheeling, WV 26003  
FEIN: 550696478  
wvOASIS No.: 000000206862

2. TO ESTABLISH THE CONTRACT EFFECTIVE START AND EFFECTIVE END DATES, AND TO ISSUE THE NOTICE TO PROCEED FOR THE CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

CONTRACT TERM: 8/15/2021 THROUGH 11/13/2021.

All provisions of the original Contract, CPO ADJ22\*01 will remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	9000.00
Service From	Service To	Manufacturer		Model No	
2021-08-15	2021-11-13				

**Commodity Line Description:** SPCC Plan Amendment Certifications; Camp Dawson & Eleanor

**Extended Description:**

Provide environmental engineering services for SPCC Plan Amendment Certifications; Camp Dawson and Eleanor facilities, per the attached documentation.

	Document Phase	Document Description	Page 3
ADJ2200000008	Draft	SPCC Plan Amendment-Agency EOI Under \ \$250,000.00	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



DEPARTMENT OF THE ARMY  
JOINT FORCES HEADQUARTERS WEST VIRGINIA  
1707 COONSKIN DRIVE  
CHARLESTON, WEST VIRGINIA 25311-1026

NGWV-FMO

30 July 2021

NOTICE TO PROCEED

TO: McKinley Architecture and  
Engineering  
ATTN: Mr. Tim Mizer  
32 20<sup>th</sup> Street, Suite 100  
Wheeling WV 26003

FROM: West Virginia Army National Guard  
Environmental Protection Division  
1707 Coonskin Drive  
Charleston, WV 25311

SUBJECT: Notice to Proceed for SPCC Plan Amendments (CPO-ADJ22\*01)

NOTICE TO PROCEED DATE: **15 August 2021**

McKinley Architecture and Engineering is authorized to proceed with work as per the Contract Documents for project number CPO-ADJ2200000001. Work should begin by **15 August 2021** and last for a term of 90 days, with work completed no later than **13 November 2021**.

If you have any questions or concerns, the point of contact for this action is Phil Emmerth—304-201-3529.

Respectfully,

A handwritten signature in blue ink, appearing to read "Phil E. Mizer", is written over the typed name.

Phil Emmerth  
Environmental Compliance Manager





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: 07-14-2021

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

Order Number:	CPO 0603 0603 ADJ2200000001 1	Procurement Folder:	910284
Document Name:	SPCC Plan Amendment-Agency EOI Under \$250,000.00	Reason for Modification:	
Document Description:	SPCC Plan Amendment-Agency EOI Under \$250,000.00		
Procurement Type:	Central Purchase Order		
Buyer Name:	Tara Lyle		
Telephone:	(304) 558-2544		
Email:	tara.l.lyle@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: 000000206861 MCKINLEY ARCHITECTURE AND ENGINEERING 32 20TH ST STE 100  WHEELING WV 26003 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Phillip Emmerth Requestor Phone: (304) 201-3529 Requestor Email: phill.p.emmerth.nfg@mail.mil  <b>22</b> <b>FILE LOCATION</b> <u>45603</u>
	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: \$9,000.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <u>Tara Lyle 7/14/2021</u> ELECTRONIC SIGNATURE ON FILE		ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>John S. Green 7/28/2021</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>7/29/2021</u> ELECTRONIC SIGNATURE ON FILE
---	--	--	---

**Extended Description:**

Professional Engineering Services Contract  
(Services for SPCC Plan Amendment Certifications; Camp Dawson and Eleanor Facilities)

The Vendor: MCKINLEY ARCHITECTURE AND ENGINEERING, of Wheeling WV agrees to enter into this professional engineering contract to provide necessary engineering and other professional services to provide for Professional Engineer (PE) certifications of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) amendments for two (2) agency facilities, Camp Dawson and Eleanor, West Virginia per the scope of work, bid requirements, terms and conditions, the Agency's submitted project plan dated: 03/31/2021, the Vendor's Scope of Work letter dated: 04/26/2021, all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	9000.00
Service From	Service To	Manufacturer		Model No	
2021-08-15	2021-11-14				

**Commodity Line Description:** SPCC Plan Amendment Certifications; Camp Dawson & Eleanor

**Extended Description:**

Provide environmental engineering services for SPCC Plan Amendment Certifications; Camp Dawson and Eleanor facilities, per the attached documentation.

	Document Phase	Document Description	Page 3
ADJ2200000001	Draft	SPCC Plan Amendment-Agency EOI Under \ \$250,000.00	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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



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

☐ **Term Contract**

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

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

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

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Ninety (90) calendar days.

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

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

☐ **Other:** See attached \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



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

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

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

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

☐

☐

☐

☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

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

☐

☐



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

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

**10. [Reserved]**

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

☐ N/A \_\_\_\_\_ for N/A \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

Revised 02/10/2021



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

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

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

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

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

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

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

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

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



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

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

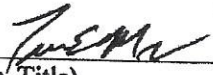
**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained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

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

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

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

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

  
(Name, Title)

TIM E. MIZOR

(Printed Name and Title)

32. 20TH ST. WHEELING WV 26003

(Address)

304 830 6358

304 233 4613 FAX

(Phone Number) / (Fax Number)

tmizor@MCKINLEYDEVELOPERS.COM

(email address)

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

MCKINLEY ARCHITECTURE & ENGINEERING  
(Company)

  
(Authorized Signature) (Representative Name, Title)

TIM MIZOR P.E., P.A. DIRECTOR OF ENG. SERVICES  
(Printed Name and Title of Authorized Representative)

11 MAY 2021  
(Date)

304 830 6358 304 233 4613 FAX  
(Phone Number) (Fax Number)



# **McKINLEY**

ARCHITECTURE + ENGINEERING

---

26 April 2021

Mr. Phillip Emmerth  
WVARNG State Environmental Specialist  
Wheeling AASF # 2  
538 Girtys Point Road  
Wheeling WV 26003

Subject: A/E Services – SPCC Plan Amendment Certifications; Camp Dawson and Eleanor

Dear Mr. Emmerth:

I would like to thank you for again having the confidence in McKinley & Associates (now McKinley Architecture and Engineering) to request a proposal for the Review and Certifications of your SPCC Amendments for the WV Army National Guard facilities.

We propose the Scope of Work as follows:

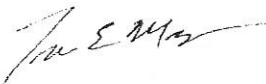
1. Review the Amendments to the current SPCC plans.
2. Visit each site to review the criteria for the amendments.
3. Take photographs for record documentation and for future reference.
4. Review and Certify the proposed Amendments.
5. Review of the secondary containment options for the above ground piping and fueling stations from the storage tanks to the flight line fueling stations. McKinley will provide three (3) options and estimates to bring the system into accordance with 40 CFR 112.7c.

This proposal is for the facilities listed on your solicitation email, dated January 15, 2021, and outlined as the facilities of Camp Dawson and the Eleanor Maintenance Facility. Our proposed totals include a one (1) day travel duration for each site and all miscellaneous standard reimbursable expenses for the visits.

McKinley & Associates proposes to review and certify the necessary Amendments to the listed SPCC plans for a Lump Sum fee of \$9,000.00. This total consists of a \$2,500 fee for each facility investigation and certification and \$4,000 for the above line item #5. Once our fee is agreed upon and the necessary Purchase Order is in hand, we will schedule the work in accordance with your needs.

If you have questions or concerns, please feel free to contact me.

Truly yours,



Tim E. Mizer PE, RA  
McKinley Architecture and Engineering  
Email: [tmizer@mckinleydelivers.com](mailto:tmizer@mckinleydelivers.com)



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

---

31 March 2021

Mr. Tim Mizer  
McKinley and Associates, Inc.  
The Maxwell Centre, Suite 100  
Thirty Two Twentieth Street  
Wheeling WV 26003

Subject: A/E services for SPCC Amendment Certifications for Two WV Army National Guard facilities.

1.0 - The West Virginia Army National Guard, Adjutant General's Department (Agency) has evaluated the qualifications submitted for the above referenced project. McKinley and Associates, Inc. (McKinley) has been selected as the initially selected firm. Enclosed is the Scope of Work for the project. If the Scope of Work is acceptable, the Agency requests a Lump Sum cost estimate.

Project: This project involves Professional Engineer (PE) certifications of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) amendments for two (2) Agency facilities pursuant to 40 CFR 112.5. McKinley is not responsible for certifying the SPCC Plan, only amendments specified in this Scope of Work.

2.0 - The Scope of Work includes the following:

2.1 - SPCC Amendments

2.2.1 - Camp Dawson - Kingwood, WV

2.2.1.1 - Add an electrical transformer.

2.2.1.2 - Add a 285 gallon gasoline AST.

2.2.1.3 - Review of Assets Table under 40 CFR 112.7(a)(3)(i) and 112.7(a)(3)(iii) to include drums in Building # 407 and the 285 gasoline AST.

2.2.1.4 - Review of Site Map for addition of electrical transformer and 285 Gasoline AST. Note: the Agency will complete any revisions to the Site Map and provide to McKinley to review.

2.2.1.5 - Review of secondary containment options for Above Ground piping associated with the 12,000 gallon F-24 ASTs. There is approximately 1,200 lf of single-walled piping that connects two 12,000 gallon F-24 ASTs to four (4) remote fueling stations along the flight line. McKinley will research and provide three (3) options for Agency review to meet the

requirements under 40 CFR 112.7(c). The options will discuss the advantages/disadvantages and include a cost estimate, if applicable. The Agency will select an option and McKinley will certify that option based upon the review.

- 2.2.1.6 – Site Visit – McKinley will perform a site visit to support the review and certification. McKinley will coordinate with Agency personnel concerning date/time.
- 2.2.1.7 – Miscellaneous changes to support amendment such as Table of Contents, phone numbers, change of personnel, etc.
- 2.2.1.8 – Certify the SPCC Amendment.

2.2.2. – Eleanor Maintenance Facility – Red House, WV

- 2.2.2.1 – Removal of 120 and 280 gallon used oil ASTs.
- 2.2.2.2 – Review of Site Map to reflect removal/addition of the ASTs. Note: the Agency will complete any revisions to the Site Map and provide to McKinley to review.
- 2.2.2.3 – Review of Assets Table under 40 CFR 112.7(a)(3)(i) and 40 CFR 112.7(a)(3)(iii) to include removal/addition of ASTs.
- 2.2.2.4 – Addition of 240 gallon used oil AST.
- 2.2.2.5 – McKinley will perform a site visit to support the review and certification. McKinley will coordinate with Agency personnel concerning date/time.
- 2.2.2.6 – Miscellaneous changes to support amendment such as Table of Contents, phone numbers, change of personnel, etc.
- 2.2.2.7 – Certify the SPCC Amendment.

3.0 – All work must be certified by a registered Professional Engineer.

4.0 – The Agency will provide the SPCC Amendments in a format and the required number of copies which then can be certified by McKinley.

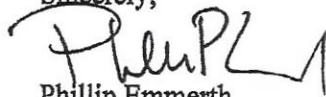
5.0 – McKinley will certify three (3) copies of each SPCC Amendment. The Agency will retain two (2) copies.

6.0 – Payments – McKinley can invoice monthly for the services rendered during that month.

7.0 – The Performance Time for this contract is 90 days from the Notice-To-Proceed issued by the Agency.

Please contact the undersigned at 304/201-3529 or email: [phill.p.emmerth.nfg@mail.mil](mailto:phill.p.emmerth.nfg@mail.mil) if you have any questions.

Sincerely,





Phillip Emmerth  
Environmental Compliance Manager

## Vendor/Customer

[Menu](#)


Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000206861	MCKINLEY ARCHITECTURE AND ENGINEERING		Active	Inactive	
000000206862	MCKINLEY AND ASSOCIATES INC		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)  

## ▼ General Info

Vendor/Customer :	000000206861	Restrict Use by Department :	
Legal Name :	MCKINLEY ARCHITECTURE	Miscellaneous Account :	
Alias/DBA :		Internal Account :	
Vendor Active Status :	Active ▼	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	Inactive ▼	Third Party Customer :	
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	
Company Name :	MCKINLEY ARCHITECTURE	Prevent MA Reference :	
Previous Name :		PunchOut Enabled :	
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	
Previous State/Province :		W-9 Received :	
Previous Country :		W-9 Received Date :	
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	
		Active From :	01/15/1982 
		Active To :	
		Last Usage Date :	08/11/2021
		Department :	
		Unit :	

## ▼ Headquarters

Headquarters Account :	No	Web Address http:// :	
Headquarters Account Code :	000000206862 	Catalog DUNS :	
Headquarters Account Legal Name :	MCKINLEY AND ASSOCIATE	Catalog Extended DUNS :	
Franchise Account :		Taxpayer ID Number :	550696478
		Taxpayer ID Number Type :	EIN ▼

## ▶ Organization

## ▶ Disbursement Options

## ▶ Prenote/EFT

## ▶ Remittance Advice

## ▶ Vendor Terms

## ▶ Accounts Receivable











## Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000206861	MCKINLEY ARCHITECTURE AND ENGINEERING		Active	Inactive	
✓ 000000206862	MCKINLEY AND ASSOCIATES INC		Active	Inactive	


From 1 to 2 of 2 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

## ▼ General Info

Vendor/Customer : 000000206862	Restrict Use by Department :
Legal Name : MCKINLEY AND ASSOCIATI	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active ▼	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive ▼	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : No ▼
Last Name :	Discontinue - No New Business :
Company Name : MCKINLEY AND ASSOCIATI	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province : 	W-9 Received :
Previous Country : 	W-9 Received Date : 
	W-8 Received :
	W-8 Received Date : 
	Accepts Credit Cards :
	Active From : 01/01/1999 
	Active To : 
	Last Usage Date : 08/17/2021
	Department : 
	Unit : 

## ▼ Headquarters

Headquarters Account : Yes	Web Address http:// :
Headquarters Account Code : 000000206862 	Catalog DUNS :
Headquarters Account Legal Name : MCKINLEY AND ASSOCIATI	Catalog Extended DUNS :
Franchise Account :	Taxpayer ID Number : 550696478
	Taxpayer ID Number Type : EIN ▼

## ► Organization

## ► Disbursement Options

## ► Prenote/EFT

## ► Remittance Advice

## ► Vendor Terms

## ► Accounts Receivable

## ► eMALL

## ► Location Information

## ► Fee and Vendor Compliance Holds

## ► Executive Compensation

## ► Additional Information

## ► Travel

## ► Change Management

[Top](#)CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#)[Vendor Transaction History](#)

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: McKINLEY ARCHITECTURE & ENGINEERING (McKINLEY ASSOC)

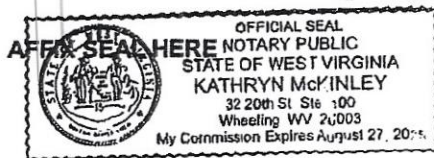
Authorized Signature: [Signature] Date: 11 MAY 2021

State of West Virginia

County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 11 day of May, 2021.

My Commission expires August 27, 2025



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)



## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

### MCKINLEY & ASSOCIATES, INC.

#### Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	12/15/1989		12/15/1989	Domestic	Profit			

#### Organization Information

<b>Business Purpose</b>	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)			<b>Capital Stock</b>	2000.0000
<b>Charter County</b>	Ohio			<b>Control Number</b>	0
<b>Charter State</b>	WV			<b>Excess Acres</b>	0
<b>At Will Term</b>				<b>Member Managed</b>	
<b>At Will Term Years</b>				<b>Par Value</b>	0.010000



DBA Name	Description	Effective Date	Termination Date
----------	-------------	----------------	------------------

Date	Amendment
3/25/2011	AMENDMENT FILED REGARDING CAPITAL STOCK
12/16/2008	AMENDMENT INCREASING STOCK FROM 5,000 SHARES AT \$1.00 PAR TO 200,000 SHARES AT \$1.00 PAR.
Date	Amendment

### Annual Reports

#### Filed For

2021
2020
2019
2018
2017x
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006
2005
2004
2003
2002
2001

2000
1999
1998
1997
1996
1995
1994
1993
1992
<b>Date filed</b>

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, August 18, 2021 — 3:02 PM

© 2021 State of West Virginia