

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

## State of West Virginia **Master Agreement**

Order Date: 10-13-2021

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

Order Number:	CMA 0313 0313 DEP2000000018 3	Procurement Folder:	624831	
Document Name:	Morgan County Landfill Leachate Hauling	Reason for Modification:		
Document Description:			sued to renew the original erms, conditions, prices and the original contract	
Procurement Type:	Central Master Agreement	including all authorized change orders.		
Buyer Name:		Effective date of renewal: 10	/ See Page 2 for	
Telephone:		complete info	7 000 1 ago 2 101	
Email:				
Shipping Method:	Best Way	Effective Start Date:	2019-10-25	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-24	

		VENDOR			DEPARTMENT CONTACT
AMY AND I	stomer Code: KEVIN GROVES I NG ARM LN	VC0000088523 INC		Requestor Name: Requestor Phone: Requestor Email:	Tareska C Casto (304) 926-0499 terri.c.casto@wv.gov
MARTINSB US Vendor Co Discount	entact Phone:	000-000-0000 Exten	25403 sion:	2	2 LOCATION
Dis	scount Allowed	Discount Percentage	Discount Days	FILE	LOCATION
#1 No	)	0.0000	0		
#2 No	)			_	
#3 No	)		No. of the second secon	_	
#4 No	)		arva angalesisesimma artis 5.3 Sec. 1991 series		

IN IN	IVOICE TO		SHIP TO				
ENVIRONMENTAL PROTECTION		STATE OF WEST VIRGINIA					
OFFICE OF ENVIRONMENTAL RE	MEDIATION	JOBSITE - SEE SPECIFICA	TIONS				
601 57TH ST SE							
CHARLESTON	WV 25304	No City	WV 99999				
us		us					

10/25/21 Box

Purchasing Division's File Copy

Open End **Total Order Amount:** 

PURCHASING DIVISION AUTHORIZATION

DATE:

**ELECTRONIC SIGNATURE ON FILE** 

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION** DATE: 10-27-2021

**ELECTRONIC SIGNATURE ON FILE** 

FORM ID: WV-PRC-CMA-002 2020/01

### Réason for Modification:

Change Order No. 2 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 10/25/2021 through 10/24/2022.

Renewals Remaining: 1

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

#### **Extended Description:**

Change Order No. 2 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 10/25/2021 through 10/24/2022.

Renewals Remaining: 1

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

#### No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76121502			EA	18.000000
	Service From	Service To			

Commodity Line Description:

Liquid waste collection or processing or disposal

#### **Extended Description:**

To provide for the hauling and disposal of leachate from the Morgan County Landfill to the Warm Springs PDS in Berkeley Springs, WV; Price per 100 gallons.

Vendor should complete the Pricing Page by providing a unit price per 100 gallons hauled. Unit Price will then be multiplied by 100 to calculate the Total Price.

ie. If Vendor intends to bid \$2.00 per 100 gallons hauled:

Qty: Unit Issue: Unit Price: Total Price:

Each

\$2.00

\$200.00

Oct 22, 2021 Order Number: CMA 0313 0313 DEP2000000018 3 Date Printed:

FORM ID: WV-PRC-CMA-002 2020/01

Page: 2



### west virginia department of environmental protection

Division of Land Restoration 601 57th Street. SE Charleston. WV 25304 (304) 926-0455 (304) 926-0458 fax Howard D. Ward, Cabinet Secretary www.dep.wv.gov

September 29, 2021

Contract Number: CMA DEP20\*18 - Morgan County Landfill Leachate Hauling

Vendor: Amy and Kevin Groves

The West Virginia Department of Environmental Protection is offering to renew subject contract under the same terms, conditions, and pricing. The renewal dates are October 25, 2021, through October 24, 2022. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also, attached to this email is a Purchasing Affidavit which is to be part of the change order. Please note it is to be signed and notarized.

Please let me know if you have any questions.

Nora Adams WVDEP, DLR/LCAP 601 57<sup>th</sup> St., SE Charleston, WV 25304

Phone: (304) 414-1231

We agree to renew the contract for the period as stated above according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.

Name/Signature

9/30/2/

### 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 exceed 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: AMY and Kevin 6	nues Inc.	
Authorized Signature:	_	Date: 9/3/2/
State of WV		7 7 7
County of Berkely, to-wit:		mmmmmm
Taken, subscribed, and sworn to before me this 20 day	of Sept	OFFICIAL SEAL STATE OF WEST VIRGINIA
My Commission expires 9/25	, 2023.	Martingburgs Smallwood & Small Insurance 121 Administrative Dr Suite 200
wy commission expires	, 2020.	Martinsturg, WV 25404  My Commission Explies September 25, 2023
AFFIX SEAL HERE	NOTARY PUBLIC	May Melle

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.

### AMY AND KEVIN GROVES INC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	7/5/2016		7/5/2016	Domestic	Profit			

Organization	Information		
Business Purpose	5242 - Finance and Insurance - Insurance Carriers and Related Activities - Agencies, Brokerages and Other Insurance Related Activities (claims adjusting, third- party administration)	Capital Stock	100.0000
Charter County	Berkeley	Control Number	
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	1.000000
Authorized Shares	100	Young Entrepreneur	Not Specified