Purchase Change Request

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order # MU14PAVING co5

FY	Buyer	Date	Account	P.O. Date	Contract
19	HRS	7/11/2018	VARIOUS	7/17/2013	

Document
- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☒ Open End Contract Purchase
- ☐ Agreement

Document Action
- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☐ Renewal
- ☒ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc. Vendor Code 550570769

West Virginia Paving, Inc.
2950 Charles Avenue
Dunbar, WV 25064

Ph# 304-768-9733 Fax FEIN# 55 0570769

BOG Unit Name & Address
Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 5 To extend the contract according to all terms conditions and specifications contained in the original contract including all authorized change orders. Prices are contained in the following document. **Paving Contract** Effective Dates: July 1, 2018 thru June 30, 2019		

Reason for Change: Contract extension due to critical need

Previous Total	$	OPEN-END
Increase	$	
Decrease	$	
New Total	$	OPEN-END

Approved: Tracy Brown Blevins 7/11/18

Authorized Signature Date

N/A

Attorney General if required Date

PRICE SHEET

Item	Description	Unit of Measure	Unit Price
Section 2.1 Site Preparation:			
1	Earth removal from site	Cubic Yard	$ 45.00
2	Earth fill and compaction from borrow site	Cubic Yard	$ 48.00
3	Excavation of earth remaining on site	Cubic Yard	$ 40.00
4	Fill and compaction of earth excavated from the site	Cubic Yard	$ 45.00
5	Removal and disposal of asphalt pavement	Cubic Yard	$ 45.00
6	Removal and disposal of concrete	Cubic Yard	$ 50.00
7	Placement of topsoil	Ton	$ 45.00
Section 2.2 - Site Development:			
8	1-50 Tons Aggregate Base	Ton	$ 47.92
9	51-100 Tons Aggregate Base	Ton	$ 47.92
10	101-200 Tons Aggregate Base	Ton	$ 47.92
11	201 and higher Aggregate Base	Ton	$ 45.00
Section 2.3 Drainage:			
12	24" x 24" concrete catch basin	Each Unit	$900.00
13	4 inch SDR 35 Pipe	Length Foot	$ 17.84
14	6 inch SDR 35 Pipe	Length Foot	$ 17.94
15	8 inch SDR 35 Pipe	Length Foot	$ 18.00
16	12 inch SDR 35 Pipe	Length Foot	$ 19.00
Section 2.4 Mobilization Cost:			
17	Mobilization Cost (new paving or complete resurfacing or equipment trucked between sites only)		$800.00
Section 2.5 Lay down:			
18	New lot installation and application of 2" Base II and 1.5" Wearing I	Ton	$125.00
19	Resurfacing or patching of existing pavement	Ton	$150.00
20	Pothole patching	Ton	$275.00
Section 2.6 Finishing:			
21	Furnish and install a 6" asphalt curb	Linear Foot	
22	Prepare surface, furnish and apply two coats of asphalt sealer and additives	Square Yard	$ 1.38
23	1- 10 blocks: Furnish and install (secured to surface) 6" long concrete bumper blocks.	Each Block	$ 83.00
24	11- 25 blocks: Furnish and install (secured to surface) 6" long concrete bumper blocks.	Each Block	$ 83.00
25	26 or more blocks: Furnish and install (secured to surface) 6" long concrete bumper blocks	Each Block	$ 83.00
26	Layout and Stripe with two-coat application to traffic paint	Linear Foot	$ 0.55
27	4" long traffic directional arrow	Each Arrow	$ 13.20
28	Burb painting	Linear Foot	$ 11.55
29	Diagonal lines	Linear Foot	$ 0.83
30	3' tall HC emblem	Each Emblem	$ 13.20
31	Furnish and Place Barrier fabric material	Square Yard	$ 0.70
32	Install manhole risers	Ea. Installation	$300.00
33	Installation of parking lot signs with poles	Ea. Installation	$330.00
34	Installation of designated handicapped parking signs with poles	Ea. installation	$330.00
35	12" H - Numbers for the Stadium lot	Each Number	$ 13.00

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: WV Paving, Inc.

Authorized Signature: Roger [illegible] Date: 6/14/18

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of June, 2018

My Commission expires January 31, 2018

NOTARY PUBLIC Beverly Ages

AFFIX SEAL HERE

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Beverly Ages
West Virginia Paving, Inc.
PO Box 544
Dunbar, WV 25064
My Commission Expires January 31,2023

2018 JUN 28 A 10:00

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University ("Marshall") shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University ("Marshall") arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.

2. **HOLD HARMLESS** – Any provision requiring Marshall to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** – Provisions in the agreement requiring Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall file any tax returns or reports on behalf of Vendor.

5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** – Any provision for interest or charges on late payments is deleted. Marshall has no statutory authority to pay interest or late fees.

7. **NO WAIVER** – Any language in the agreement requiring Marshall to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, Marshall agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** – Any provisions limiting Marshall's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** – Marshall recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, Marshall reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of the Marshall prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** – Marshall, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall prior to the end of any current agreement term.

16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** – Any provision requiring Marshall to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, Marshall does recognize a right of repossession with notice.

19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.

22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall's trademarks or other intellectual property without prior written consent of Marshall.

25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.

26. **FERPA**. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

ACCEPTED BY:
MARSHALL UNIVERSITY

OFFICE OF PURCHASING

Signed: Tracey Brumfield

Title: Assist. Director of Purchasing

Date: 7/11/18

VENDOR

Company Name: WV Paving, Inc.

Signed: Roger [illegible]

Title: GM Commercial Division

Date: 6/14/18

RECEIVED
MARSHALL UNIVERSITY
OFFICE OF PURCHASING
2018 JUN 28 A 10:00