



<b>Purchase Change Request</b>				Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU15SHAW			
FY 2018	Buyer VARIOUS	Date 11/06/2017	Account	P.O. Date 12/15/2014	Contract MU15-SHAW				
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement			<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error					<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other	
Vendor Name, Address, Phone #, etc.  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721  ph.: 706.832.5129/ fax: 706.879.4537 /FEIN# 35-2162582			Vendor Code		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 # <u>  5  </u>  To revise the pricing agreement between Shaw Industries, Inc. and Marshall University, all in accordance with the terms and conditions contained in the original agreement and approved change orders, subject to the attached amendment and exhibits.  Flooring Effective Period: 8/1/2017 to 6/30/2018							
Reason for Change: Revised pricing provided					Previous Total	\$ OPEN END			
					Increase	\$ _____			
					Decrease	\$ _____			
					New Total	\$ OPEN END			

Approved:

  
Authorized Signature

11-6-17

Date

N/A

Attorney General if required

Date



**AMENDMENT TO MARSHALL UNIVERSITY-SHAW SUPPLY AGREEMENT**

This Amendment to the Marshall University-Shaw Supply Agreement (this “**Amendment**”) is made as of September 27, 2017 (the “**Date of this Amendment**”) by and between Marshall University (“**Owner**”), and Shaw Industries, Inc. (“**Provider**”).

WHEREAS, the Parties entered into Marshall University-Shaw Supply Agreement dated as of May 2, 2011 (as amended, the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and obligations set forth herein, the Parties hereto agree to amend the Agreement as set out below.

1. Definitions. For purposes of this Amendment, all capitalized terms, which are used but not defined in this Amendment, will have the meanings ascribed to them in the Agreement.

2. Section 2: Term. The first sentence of Section 2(a) shall be deleted in its entirety and replaced with the following: “This Agreement shall be effective as of May 2, 2011 and shall expire on June 30, 2018.”

3. Exhibits. Exhibits A and B to the Agreement are hereby deleted in their entirety and replaced with the Exhibit A and B, attached hereto and by this reference made an integral part hereof. All prices set forth in Exhibits A and B shall be guaranteed until June 30, 2018.

4. Entire Agreement. Except as modified by this Amendment, all terms of the Agreement shall remain in effect. This Amendment together with the Agreement, as previously amended, constitute the entire understanding and agreement between the parties hereto and supersede all previous writings and understandings between the parties hereto with respect to the subject matter hereof. No term or provision of this Amendment shall be varied or modified by any prior or subsequent statement, conduct or act of either of the parties hereto, except that the parties hereto may amend this Amendment by written instruments specifically referring to and executed in the same manner as this Amendment. In the event any of the provisions in this Amendment shall be inconsistent with the provisions of the Agreement, the provisions in this Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Amendment as of the date first above written.

**Shaw Industries, Inc.**

BY: [Signature]

NAME: Ken Jackson

TITLE: Vice President

DATE: 10/30/2017

**Marshall University**

BY: [Signature]

NAME: Stephanie Smith

TITLE: Director of Purchasing

DATE: 11-6-17



Exhibit A

Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
<b>Broadloom</b>			
I0272	30'S III CLASSICBAC®	Broadloom	\$11.32
I0347	ABODE CLASSICBAC®	Broadloom	\$9.68
I0402	AFICIONADO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$15.73
I0246	APPROACH CLASSICBAC®	Broadloom	\$11.69
I0389	AUDIO ECHO ULTRALOC®	Broadloom	\$15.44
I0104	BEST FOOT FORWARD ULTRALOC® PATTERN	Broadloom	\$10.78
I0165	BIG SPLASH ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$13.84
I0164	BIG SPLASH! ULTRALOC® PATTERN	Broadloom	\$11.25
I0398	BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0335	BUNGALOW CLASSICBAC®	Broadloom	\$10.76
Z6432	BUY IN CLASSICBAC®	Broadloom	\$11.25
I0337	CARRY ON ULTRALOC®	Broadloom	\$14.85
I0390	CHANNEL FADE ULTRALOC® PATTERN	Broadloom	\$15.44
I0415	CIAO ULTRALOC® PATTERN	Broadloom	\$18.79
I0132	CLOISONNE II ULTRALOC® PATTERN	Broadloom	\$22.13
I0203	COLOR CHOICE ULTRALOC®	Broadloom	\$12.42
I0131	COLOR YOUR WORLD ULTRALOC®	Broadloom	\$13.12
I0440	COMMIT ULTRALOC®	Broadloom	\$11.58
I0439	DECIDE ULTRALOC®	Broadloom	\$11.58
I0037	DOUBLE EXPOSURE ULTRALOC® PATTERN	Broadloom	\$19.74
I0436	EXQUISITE ULTRALOC® PATTERN	Broadloom	\$20.52
Z6469	EXQUISITE ECOWORX® BROADLOOM	Broadloom	\$24.08
I0147	FAMOUS LAST WORDS ULTRALOC® PATTERN	Broadloom	\$11.80
I0399	FULL BLOOM ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0251	GAIT CLASSICBAC®	Broadloom	\$9.72
I0437	GLAMOROUS ULTRALOC® PATTERN	Broadloom	\$20.52
Z6471	GLAMOROUS ECOWORX® BROADLOOM	Broadloom	\$24.18
I0333	GRATA ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$21.09
I0413	HALLO ULTRALOC® PATTERN	Broadloom	\$18.79
I0148	HEADLINES II ULTRALOC®	Broadloom	\$13.96
I0336	HEARTH CLASSICBAC®	Broadloom	\$16.27
I0101	HOMEROOM II 26 ULTRALOC® PATTERN	Broadloom	\$10.02
I0352	HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$14.28
I0351	HOMEROOM V 3.0 ULTRALOC®	Broadloom	\$11.04
I0434	LEAFLET ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$19.01
I0435	LUXURIOUS ULTRALOC® PATTERN	Broadloom	\$20.85
Z6470	LUXURIOUS ECOWORX® BROADLOOM	Broadloom	\$24.43
I0247	MANNER CLASSICBAC®	Broadloom	\$12.08
I0129	NIGHT MOVES ULTRALOC®	Broadloom	\$13.21
I0414	NIHAO ULTRALOC® PATTERN	Broadloom	\$18.79
I0162	OPPORTUNITY KNOCKS CLASSICBAC®	Broadloom	\$10.64
Z6375	OPTIONS ULTRALOC® PATTERN	Broadloom	\$14.53
I0338	OWN IT ULTRALOC® PATTERN	Broadloom	\$14.56
I0250	PACE CLASSICBAC®	Broadloom	\$10.54
Z6436	PAY OFF CLASSICBAC®	Broadloom	\$11.41
I0036	PERPETUAL MOTION ULTRALOC®	Broadloom	\$22.33
Z6376	PLATFORM ULTRALOC® PATTERN	Broadloom	\$17.04
I0376	PRADO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$28.76
I0369	PUBLIC AFFAIRS CLASSICBAC®	Broadloom	\$10.69
I0205	RAISE THE BAR ULTRALOC®	Broadloom	\$13.96
I0442	RESPIRE CLASSICBAC®	Broadloom	\$8.91
I0332	ROTOLO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$21.09
I0202	SABRE ENCORE CLASSICBAC®	Broadloom	\$14.41
I0120	SCHOLASTIC II 26 CLASSICBAC®	Broadloom	\$10.36
I0121	SCHOLASTIC II 28 ULTRALOC®	Broadloom	\$11.75



Exhibit A

Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0368	SEAL THE DEAL CLASSICBAC®	Broadloom	\$11.29
I0367	SHAKE ON IT CLASSICBAC®	Broadloom	\$11.29
I0068	SOCRATES II 26 ULTRALOC®	Broadloom	\$11.67
I0069	SOCRATES II 28 ULTRALOC®	Broadloom	\$12.53
I0050	SOUND INVESTMENT ULTRALOC® PATTERN	Broadloom	\$10.28
Z6367	STANDOUT ULTRALOC® PATTERN	Broadloom	\$14.44
I0249	STRIDE CLASSICBAC®	Broadloom	\$10.02
I0109	STRUT YOUR STUFF ULTRALOC® PATTERN	Broadloom	\$10.97
I0441	SUCCEED ULTRALOC®	Broadloom	\$11.58
I0049	SWEET ULTRALOC® PATTERN	Broadloom	\$12.87
I0248	TECHNIQUE CLASSICBAC®	Broadloom	\$11.02
I0331	TESSA ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$19.82
I0443	TESTED CLASSICBAC®	Broadloom	\$13.07
Z6434	TRADE UP CLASSICBAC®	Broadloom	\$10.93
I0444	TRIED CLASSICBAC®	Broadloom	\$13.07
I0445	TRUE CLASSICBAC®	Broadloom	\$13.07
I0157	TWIST&SHOUT II ULTRALOC®	Broadloom	\$13.96
I0438	UNDERSTATED ULTRALOC® PATTERN	Broadloom	\$18.36
Z6468	UNDERSTATED ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$15.86
I0391	VIRTUAL CURRENT ULTRALOC® PATTERN	Broadloom	\$15.44
I0400	VIVANT ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0200	WINDSWEPT ENCORE CLASSICBAC®	Broadloom	\$11.72
I0366	WORD OF MOUTH CLASSICBAC®	Broadloom	\$10.69
I0124	WORK IT CLASSICBAC®	Broadloom	\$9.75
<b>Tile</b>			
I0345	10K ECOWORX® TILE	Tile	\$19.59
I0343	3K ECOWORX® TILE	Tile	\$19.59
I0344	5K ECOWORX® TILE	Tile	\$19.59
I0455	ABERDEEN (12" X 48")	Tile	\$20.25
I0293	AH HA ECOWORX® TILE	Tile	\$23.06
I0404	AIRE 9" X 36" ECOWORX® TILE	Tile	\$17.80
I0357	AIRE SKINNY TILE (18" X 36")	Tile	\$17.80
I0421	ALLOY SHIMMER (12" X 48")	Tile	\$21.75
I0394	APERTURE ECOWORX® TILE	Tile	\$23.15
I0358	AURA TILE (18" X 36")	Tile	\$17.80
I0166	BIG SPLASH! TILE (24" X 24")	Tile	\$19.71
Z6452	CASHMERE ECOWORX® TILE	Tile	\$23.24
I0285	CITY FLORA TILE (24" X 24")	Tile	\$19.55
I0284	CLEAN LINES TILE (24" X 24")	Tile	\$19.73
I0382	COLOR BLOCK ECOWORX® TILE	Tile	\$16.31
I0447	COLOR BLOCK ECOWORX® TILE	Tile	\$16.31
I0374	COLOR CHOICE FACET ECOWORX® TILE	Tile	\$26.96
I0204	COLOR CHOICE TILE (24" X 24")	Tile	\$21.78
I0381	COLOR POP ECOWORX® TILE	Tile	\$16.31
I0448	COLOR POP ECOWORX® TILE	Tile	\$16.31
I0110	COLOR YOUR WORLD TILE (24" X 24")	Tile	\$16.60
I0218	CONUNDRUM TILE (24" X 24")	Tile	\$17.00
I0283	COOL RAIN TILE (24" X 24")	Tile	\$19.59
I0427	CUBE & COLOUR (12" X 48")	Tile	\$22.00
I0426	CUBE & COLOUR (24" X 24")	Tile	\$22.00
I0428	CUBE & COLOUR FACET (17" X 41")	Tile	\$25.59
I0348	DART TILE (24" X 24")	Tile	\$20.83
I0119	DAZZLE TILE (24" X 24")	Tile	\$19.76
I0410	DECATHLON (24" X 24")	Tile	\$16.92
I0329	DEFLECT TILE (18" X 36")	Tile	\$24.41
I0384	DISMANTLE ECOWORX® TILE	Tile	\$22.28





## Exhibit A

## Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0386	DISPLACE ECOWORX® TILE	Tile	\$18.40
I0385	DISRUPT ECOWORX® TILE	Tile	\$22.28
I0330	DIVERGE TILE (18" X 36")	Tile	\$24.41
I0355	DOWNLOAD ECOWORX® TILE	Tile	\$16.09
Z6473	DWELL TILE (24"X24")	Tile	\$18.55
I0286	EARTHEN WEAVE (24" X 24")	Tile	\$19.51
I0227	EASY ON THE EYES (24" X 24")	Tile	\$14.07
I0312	ECOT COLOR ECOWORX® TILE	Tile	\$25.46
I0308	ECOT ECOWORX® TILE	Tile	\$25.46
I0309	ECOT SCRIPT ECOWORX® TILE	Tile	\$25.46
I0456	EDINBURGH (12" X 48")	Tile	\$20.25
I0342	ENFLECTION TILE (24" X 24")	Tile	\$26.62
I0340	ENFORM TILE (24" X 24")	Tile	\$22.57
I0306	ENTRY POINT ECOWORX® TILE	Tile	\$26.91
I0341	ENVERSE TILE (24" X 24")	Tile	\$22.57
I0359	ETHERAL TILE (18" X 36")	Tile	\$17.80
Z6406	EXHILARATION TILE (24" X 24")	Tile	\$19.04
I0291	EXPERIENCE TILE (24" X 24")	Tile	\$14.43
I0371	FABRIX FACET TILE (17" X 41")	Tile	\$26.62
I0279	FLEX (24" X 24")	Tile	\$14.97
I0349	FLUTTER TILE (24" X 24")	Tile	\$20.83
I0380	FUTURA ECOWORX® TILE	Tile	\$14.65
I0373	GEOMETRIX FACET TILE (17" X 41")	Tile	\$26.62
I0127	HOMEROOM II TILE (24" X 24")	Tile	\$16.79
I0353	HOMEROOM V 3.0 ECOWORX® TILE	Tile	\$16.12
I0296	HUE ECOWORX® TILE	Tile	\$22.83
I0294	IDEA ECOWORX® TILE	Tile	\$22.83
I0350	IN FLIGHT TILE (24" X 24")	Tile	\$21.41
Z6374	INDULGENCE TILE (24" X 24")	Tile	\$20.48
Z6474	INTRINSIC TILE (24" X 24")	Tile	\$16.56
I0457	INVERNESS (12" X 48")	Tile	\$20.25
I0295	JOT ECOWORX® TILE	Tile	\$22.83
I0311	LAYERED EXPRESSION ECOWORX® TILE	Tile	\$25.59
I0397	LEAFLET ECOWORX® TILE	Tile	\$22.00
I0383	LINEA 2 ECOWORX® TILE	Tile	\$15.83
Z6476	LIQUID TILE (24" X 24")	Tile	\$18.21
Z6477	LOFT TILE (24" X 24")	Tile	\$17.84
I0354	LOG IN ECOWORX® TILE	Tile	\$15.09
I0460	LOGIC (24" X 24")	Tile	\$12.42
I0422	METALLIC ALCHEMY (12" X 48")	Tile	\$22.75
Z6454	MOHAIR ECOWORX® TILE	Tile	\$23.25
I0226	MOVING ON UP TILE (24" X 24")	Tile	\$14.52
I0305	ON THE RIGHT FOOT ECOWORX® TILE	Tile	\$26.91
I0372	OPTIX FACET TILE (17" X 41")	Tile	\$26.62
I0379	ORBITAL ECOWORX® TILE	Tile	\$14.65
I0316	PASEO TILE (24" X 24")	Tile	\$29.94
I0105	PINSTRIPED TILE (24" X 24")	Tile	\$19.34
I0449	PIVOT POINT ECOWORX® TILE	Tile	\$17.40
Z6453	PLUSH LINEN ECOWORX® TILE	Tile	\$24.27
I0317	PRADO TILE (24" X 24")	Tile	\$29.94
I0396	PROSE ECOWORX® TILE	Tile	\$24.00
I0118	RAZZLE TILE (24" X 24")	Tile	\$20.61
I0459	REASON (24" X 24")	Tile	\$12.42
I0125	SCHOLASTIC II TILE (24" X 24")	Tile	\$16.70
I0393	SHADOWGRAPH 9" X 36" ECOWORX® TILE	Tile	\$24.15
I0356	SIGN OFF ECOWORX® TILE	Tile	\$15.09



Exhibit A

Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0461	SKILL (24" X 24")	Tile	\$12.42
I0126	SOCRATES II TILE (24" X 24")	Tile	\$16.99
I0239	SPEAK IN COLOR (24" X 24")	Tile	\$16.22
I0240	SPEAK IN DESIGN (24" X 24")	Tile	\$16.22
Z6373	SPLURGE TILE (24" X 24")	Tile	\$18.99
Z6475	STUDIO TILE (24" X 24")	Tile	\$16.89
I0290	THOUGHT TILE (24" X 24")	Tile	\$14.41
I0096	TWEED TILE (24" X 24")	Tile	\$17.76
I0395	URBAN GARDEN TILE	Tile	\$23.00
I0450	VAULT ECOWORX® TILE	Tile	\$17.44
Z6451	VELVET ECOWORX® TILE	Tile	\$24.25
I0301	VIM ECOWORX® TILE	Tile	\$13.20
I0302	VIVID ECOWORX® TILE	Tile	\$14.86
I0304	WALK RIGHT IN II ECOWORX® TILE	Tile	\$26.91
I0425	WORK. STUDY. PLAY. 12X48 ECOWORX® TILE	Tile	\$19.09
I0405	WORK. STUDY. PLAY. 24X24 ECOWORX® TILE	Tile	\$19.09
I0280	YIELD TILE (24" X 24")	Tile	\$15.26
<b>Resilient</b>			
I346V	ADMIX 12" X 12"	Resilient	\$4.66
I347V	ADMIX 36" X 36"	Resilient	\$5.12
S167V	ADMIX WELD ROD	Resilient	\$132.00
I333V	AGGREGATE	Resilient	\$1.84
I318V	ARBOR CREST	Resilient	\$2.09
I208V	BOUNCE BACK	Resilient	\$26.16
S126V	BOUNCE BACK WELD ROD	Resilient	\$67.96
S101V	BROOKWOOD WELD ROD	Resilient	\$39.62
I319V	BROOKWOOD+	Resilient	\$23.85
I313V	CHARTED	Resilient	\$1.76
I600V	CLICK REFRESH	Resilient	\$2.71
I334V	DISSIPATE	Resilient	\$1.84
I500V	FORGE AHEAD	Resilient	\$22.10
S122V	GROUNDWORKS	Resilient	\$64.99
I200V	HIGHLAND FOREST 4"	Resilient	\$1.84
I800V	HIGHLAND FOREST 6"	Resilient	\$1.84
S109V	HUSH II	Resilient	\$221.76
I311V	LETTERPRESS	Resilient	\$1.76
I337V	METALLIX 9" X 36"	Resilient	\$3.88
I315V	METALLIX FACET	Resilient	\$3.88
I314V	METALLIX RECTANGLE	Resilient	\$3.88
I206V	NORTH RIDGE 4"	Resilient	\$1.90
I207V	NORTH RIDGE 6"	Resilient	\$1.90
I320V	ORGANIC HUE	Resilient	\$22.39
S137V	PATCRAFT CARPET REDUCER 5/16"	Resilient	\$57.22
S139V	PATCRAFT PINLESS METAL TRACK	Resilient	\$46.63
S136V	PATCRAFT RESILIENT CARPET REDUCER	Resilient	\$61.82
S141V	PATCRAFT SNAP DOWN T MOLDING 1-1/8"	Resilient	\$43.10
S142V	PATCRAFT SNAP DOWN T MOLDING 2"	Resilient	\$50.15
S140V	PATCRAFT TILE CARPET REDUCER 1/8"	Resilient	\$54.75
S138V	PATCRAFT TRANSITION TAPE	Resilient	\$7.61
S127V	PATCRAFT WALL BASE	Resilient	\$72.00
I322V	STRATIFIED+ 12" X 24"	Resilient	\$1.91
I321V	STRATIFIED+ 6" X 24"	Resilient	\$1.91
I323V	TIMBER GROVE 12	Resilient	\$1.19
I325V	TIMBER GROVE 20	Resilient	\$1.95
I312V	TYPEFACE	Resilient	\$1.76
I316V	WOOD PLANX	Resilient	\$3.88



Exhibit A

Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I336V	WOOD PLANX 9" X 36"	Resilient	\$3.88
I300V	WOODLAND VIEW	Resilient	\$1.11
<b>Adhesives</b>			
1036D	1036 - BROADLOOM ADHESIVE W/ ANTIMICROBIAL	Broadloom	\$47.85
3800D	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	Broadloom	\$49.18
I0433	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	Tile	\$49.18
S168V	4"X120' TOELESS BASE	Resilient	\$91.54
5001P	5001 - TILE STANDARD ADHESIVE	Tile	\$22.39
5036P	5036 - TILE ADHESIVE W/ ANTIMICROBIAL	Tile	\$86.55
I580U	5800 - CARPET TILE PS HIGH MOISTURE ADHESIVE UNITS	Tile	\$90.81
6200D	6200 - ADHESIVE DETACKIFIER	Broadloom	\$90.01
620DU	6200 - ADHESIVE DETACKIFIER UNITS	Tile	\$91.03
9000D	9000 - BARRIER COAT	Broadloom	\$200.83
900DU	9000 - BARRIER COAT UNITS	Tile	\$195.40
905DU	9050 - BARRIER COAT UNITS	Tile	\$56.09
9050D	9050 - FLOOR PRIMER	Broadloom	\$57.42
S125U	9050 - RESILIENT FLOOR PRIMER UNITS	Resilient	\$57.42
S125V	9050 RESILIENT FLOOR PRIMER (ROLLS)	Resilient	\$57.42
S124V	9050 RESILIENT FLOOR PRIMER (UNITS)	Resilient	\$57.42
S103V	ADHESIVE LG - 4100 4 GAL	Resilient	\$113.77
S102V	ADHESIVE LG - 4100 4 GAL ROLL GOODS	Resilient	\$113.77
8300D	ADHESIVE, ECO BROADLOOM SEAM SEALER	Broadloom	\$5.68
AVSCC	ADVANTAGE SYSTEM (ROLL)	Broadloom	\$255.05
3600D	BROADLOOM ADHESIVE W/ FLORSEPT ANTIMICROBIAL	Broadloom	\$43.23
4000D	BROADLOOM SEAL SEADER	Broadloom	\$9.54
306VS	CADBERRY 4"W X 120'L COVE BASE ROLL	Resilient	\$93.30
S158V	CAPRAIL 1.75"	Resilient	\$110.88
LOK4T	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	Tile	\$75.00
S157V	CAVETTO 6"	Resilient	\$127.51
I0446	CUSHIONWORX 2MM	Tile	\$207.90
I0432	CUSHIONWORX 3MM	Tile	\$376.63
S156V	CYMA 4.5"	Resilient	\$110.88
S159V	FASCIA 8"	Resilient	\$87.78
00LDR	LOKDOT ADHESIVE DOT SLEEVE	Tile	\$150.00
00LDA	LOKDOT APPLICATOR	Tile	\$56.45
S131V	MM800	Resilient	\$74.00
1000D	MULTI-PURPOSE ADHESIVE	Broadloom	\$33.21
1200D	MULTI-PURPOSE ADHESIVE	Broadloom	\$29.38
S148V	PATCRAFT ANTI SLIP TAPE HC	Resilient Adhesive	\$223.20
S133V	PATCRAFT COVE 1 GALLON ADHESIVE	Resilient	\$20.61
S132V	PATCRAFT COVE TUBE ADHESIVE	Resilient	\$65.74
S144V	PATCRAFT LANDING TILE HC	Resilient Adhesive	\$255.75
S147V	PATCRAFT MARKING TAPE -S HC	Resilient Adhesive	\$223.20
S143V	PATCRAFT RUBBER TREAD HC	Resilient Adhesive	\$305.04
S145V	PATCRAFT STRINGER/ RISE HC	Resilient Adhesive	\$125.55
S146V	PATCRAFT STRIPED TAPE HC	Resilient Adhesive	\$302.25
5100P	PRESSURE SENSITIVE ADHESIVE	Tile	\$66.12
S160V	QUARTER ROUND	Resilient	\$110.88
S104V	RESILIENT SEAM SEALER	Resilient	\$2.75
S123V	SHAW 200 - RESILIENT 4 GALLON	Resilient	\$101.20
S105V	SHAW 4100 - 1 GAL	Resilient	\$39.77
S106V	SHAW 4100 - 1 GAL	Resilient	\$39.77
S107V	SHAW S150 SPRAY ADHESIVE	Resilient	\$30.39
S108V	SHAW S150 SPRAY ADHESIVE	Resilient	\$30.39
S155V	SLOT 4.5"	Resilient	\$97.02
S154V	STRAIGHT 4.5"	Resilient	\$97.02



**Exhibit A**

**Patcraft - Material Cost**

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
S113V	VS-60 MBX VERSASHIELD 60 (UNITS) 5'X144' LONG ROLLS	Resilient	\$2,145.00
S112V	VS-60 VERSASHIELD 60 (UNITS)5'X144' LONG ROLLS	Resilient	\$749.10
S115V	VSM MBX VERSASHIELD 2.5" TAPE (UNITS) 2.5" X 180' ROLLS/12 ROLLS PER CARTON	Resilient	\$73.70
S114V	VSM VERSASHIELD 2" TAPE (UNITS) 2" X 180' ROLLS/12 ROLLS PER CARTON	Resilient	\$59.40
S116V	VSM VERSASHIELD 4" DS TAPE (UNITS) 4" X 100' ROLLS/12 ROLLS PER CARTON	Resilient	\$71.50
<b>**All Pricing is material only (excludes freight, taxes, installation, and any other fees)</b>			



**Exhibit B**



**Patcraft - Installation Cost**

Prices Effective August 1, 2017 - June 30, 2018

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Carpet Tile Installation (exclude material)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Carpet Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
LVT/VCT Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.90	\$26.73
VCT Installation	7:00 AM to 5:00 PM	\$1.35	\$12.15
Sheet Vinyl Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Broadloom Carpet Installation (No Pattern)	7:00 AM to 5:00 PM	\$1.07	\$9.63
Skimcoat (Labor/Material)	7:00 AM to 5:00 PM	\$0.93	\$8.37
Scope of Work	Hours to Perform Work	Price / LF	Price / LF
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$6.12	\$6.12
Install Vinyl Base 4" only	7:00 AM to 5:00 PM	\$1.54	\$1.54
Install Transitions Strips only	7:00 AM to 5:00 PM	\$2.09	\$2.09
Carpet Border Work	7:00 AM to 5:00 PM	\$2.70	\$2.70
Scope of Work	Hours to Perform Work	Price / PC	Price / PC
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$64.77	\$64.77
Scope of Work	Hours to Perform Work	Price / HR	Price / HR
Furniture Removal and Replacement	7:00 AM to 5:00 PM	\$71.50	\$71.50
Floor Prep (Hourly Rate; excludes materials)	7:00 AM to 5:00 PM	\$71.50	\$71.50
<p>Nights (after 5PM) &amp; Weekend Work</p> <p>*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.                      **Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.</p> <p>***Use Tax will apply to all turnkey installations, if your state is a Use Tax state. Use tax is imposed on the Supplier/Manufacturer when product is installed within the applicable state, and is paid directly to the state by the supplier/manufacturer. There is no exemption for Use Tax as it is required by the state's revenue code.</p> <p>****Open Market - Labor or material items that are NOT on contract. These items can be purchased at the dealer price.</p>			





**Exhibit A**  
Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Price / SF	Price / SY
<b>Carpet Tile</b>			
54436	Area Tile	\$2.08	\$18.72
J0115	Chain Reaction Tile	\$2.11	\$18.95
J0111	Change in Attitude	\$2.27	\$20.43
54784	Corrugated Tile	\$2.17	\$19.50
54757	Enlighten Tile	\$2.17	\$19.50
54565	Feedback Tile	\$1.88	\$16.89
J0187	Immerse Tile	\$1.95	\$17.58
54733	Live Wire Tile	\$2.53	\$22.78
54781	Material Effects Tile	\$1.69	\$15.23
54724	Mix Tile	\$2.58	\$23.18
54758	Reveal Tile	\$2.17	\$19.50
J0116	Ripple Effect Tile	\$2.16	\$19.41
54564	Static Tile	\$1.88	\$16.93
54754	Twist It Tile	\$2.17	\$19.50
54755	Warp It Tile	\$2.17	\$19.50
54492	Wired Tile	\$1.72	\$15.51
54756	Wonder Tile	\$2.17	\$19.50
<b>Broadloom</b>			
54214	Camden Harbor II ClassicBac	\$0.96	\$8.64
54443	Camden Harbor II EPBL	\$1.41	\$12.69
54215	Camden Harbor II Unitary	\$1.06	\$9.54
J0112	Change in Attitude StaLoc	\$1.24	\$11.16
54747	Franchise II 26 EPBL	\$1.36	\$12.24
54746	Franchise II 28 EPBL	\$1.42	\$12.78
54722	Laugh StaLok	\$1.54	\$13.89
54723	Learn Stalok	\$1.54	\$13.89
54720	Nest EPBL	\$1.08	\$9.71
54677	Scoreboard II 26 SLP	\$0.84	\$7.56
<b>Resilient</b>			
5456V	Beyond Stone	\$2.37	\$21.33
5401V	Bosk	\$1.29	\$11.61
5402V	Bosk Pro 4"	\$2.16	\$19.44
5413V	Bosk Pro 6"	\$2.16	\$19.44
5441V	Burnished	\$2.65	\$23.85
5423V	Connection 4"	\$2.35	\$21.15
5424V	Connection 6"	\$2.35	\$21.15
5400V	Fresco	\$2.16	\$19.44
5452V	Marbled 12Mil	\$1.74	\$15.66
5453V	Marbled 20 Mil	\$2.59	\$23.31
5513V	Mesa Trail	\$1.89	\$17.01
5425V	Personality 12 Mil	\$1.20	\$10.80

Style Number	Style Name	Price / SF	Price / SY
5425V	Personality 12 Mil	\$1.20	\$10.80
5442V	Personality 20 Mil	\$1.95	\$17.55
5512V	Sierra Trace	\$2.86	\$25.74
5458V	Stone Effects	\$2.86	\$25.74
5457V	Stone Master	\$2.86	\$25.74
5454V	Sueded	\$2.65	\$23.85
5459V	Wood Mix	\$2.86	\$25.74
<b>Adhesive</b>			
		<u>UOM</u>	<u>Price / Unit</u>
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77
259VS	LG4100 Adhesive 4 Gal	4 Gal Pail	\$130.00
5408V	S150 Spray Adhesive	1 Gal Pail	\$42.00
5406V	S150 Spray Adhesive	Spray	\$32.36
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54

*\*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.  
 \*\*Project/Business Management includes consulting, estimating, specification development, scope review,  
 \*\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.*




**Exhibit B**

**Installation Cost**

Prices Effective August 1, 2017 - June 30, 2018

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Carpet Tile Installation (exclude material)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Carpet Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
LVT/VCT Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.90	\$26.73
VCT Installation	7:00 AM to 5:00 PM	\$1.35	\$12.15
Sheet Vinyl Removal & Disposal	7:00 AM to 5:00 PM	\$0.80	\$7.20
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Broadloom Carpet Installation (No Pattern)	7:00 AM to 5:00 PM	\$1.07	\$9.63
Skimcoat (Labor/Material)	7:00 AM to 5:00 PM	\$0.93	\$8.37
Scope of Work	Hours to Perform Work	Price / LF	Price / LF
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$6.12	\$6.12
Install Vinyl Base 4" only	7:00 AM to 5:00 PM	\$1.54	\$1.54
Install Transitions Strips only	7:00 AM to 5:00 PM	\$2.09	\$2.09
Carpet Border Work	7:00 AM to 5:00 PM	\$2.70	\$2.70
Scope of Work	Hours to Perform Work	Price / PC	Price / PC
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$64.77	\$64.77
Scope of Work	Hours to Perform Work	Price / HR	Price / HR
Furniture Removal and Replacement	7:00 AM to 5:00 PM	\$71.50	\$71.50
Floor Prep (Hourly Rate; excludes materials)	7:00 AM to 5:00 PM	\$71.50	\$71.50
Nights (after 5PM) & Weekend Work *Project / Business Management Services - 10% of Carpet Purchase when installation services are provided. **Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.  ***Use Tax will apply to all turnkey installations, if your state is a Use Tax state. Use tax is imposed on the Supplier/Manufacturer when product is installed within the applicable state, and is paid directly to the state by the supplier/manufacturer. There is no exemption for Use Tax as it is required by the state's revenue code.  ****Open Market - Labor or material items that are NOT on contract. These items can be purchased at the dealer price.			

<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> <b>MU15SHAW</b>
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FY 2018	Buyer VARIOUS	Date 8/1/2017	Account	P.O. Date 12/15/2014	Contract MU15-SHAW
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error  <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc.  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721  ph.: 706.832.5129/ fax: 706.879.4537 /FEIN# 35-2162582	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>4</u>  To renew the pricing agreement between Shaw Industries, Inc. and Marshall University, all in accordance with the terms and conditions contained in the original agreement, amendments, and attached Exhibits.  Flooring Effective Period: 8/1/17 to 6/30/2018		

Reason for Change: Renew agreement and attach new pricing Incorporate the attached price list in reference to GSA pricing <a href="http://www.shawcontract.com/Content/LiteraturePDFs/Government_pdf/GSAcontract.pdf">http://www.shawcontract.com/Content/LiteraturePDFs/Government_pdf/GSAcontract.pdf</a>	<table style="width:100%;"> <tr> <td>Previous Total</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">OPEN END</td> </tr> <tr> <td>Increase</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Decrease</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>New Total</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">OPEN END</td> </tr> </table>	Previous Total	\$	OPEN END	Increase	\$	_____	Decrease	\$	_____	New Total	\$	OPEN END
Previous Total	\$	OPEN END											
Increase	\$	_____											
Decrease	\$	_____											
New Total	\$	OPEN END											

Approved:  8-17-17  
 Authorized Signature Date

N/A  
 Attorney General if required Date



## Exhibit A

## Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
<b>Broadloom</b>			
I0272	30'S III CLASSICBAC®	Broadloom	\$11.32
I0347	ABODE CLASSICBAC®	Broadloom	\$9.68
I0402	AFICIONADO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$15.73
I0246	APPROACH CLASSICBAC®	Broadloom	\$11.69
I0389	AUDIO ECHO ULTRALOC®	Broadloom	\$15.44
I0104	BEST FOOT FORWARD ULTRALOC® PATTERN	Broadloom	\$10.78
I0165	BIG SPLASH ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$13.84
I0164	BIG SPLASH! ULTRALOC® PATTERN	Broadloom	\$11.25
I0398	BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0335	BUNGALOW CLASSICBAC®	Broadloom	\$10.76
Z6432	BUY IN CLASSICBAC®	Broadloom	\$11.25
I0337	CARRY ON ULTRALOC®	Broadloom	\$14.85
I0390	CHANNEL FADE ULTRALOC® PATTERN	Broadloom	\$15.44
I0415	CIAO ULTRALOC® PATTERN	Broadloom	\$18.79
I0132	CLOISONNE II ULTRALOC® PATTERN	Broadloom	\$22.13
I0203	COLOR CHOICE ULTRALOC®	Broadloom	\$12.42
I0131	COLOR YOUR WORLD ULTRALOC®	Broadloom	\$13.12
I0440	COMMIT ULTRALOC®	Broadloom	\$11.58
I0439	DECIDE ULTRALOC®	Broadloom	\$11.58
I0037	DOUBLE EXPOSURE ULTRALOC® PATTERN	Broadloom	\$19.74
I0436	EXQUISITE	Broadloom	\$20.52
Z6469	EXQUISITE ECOWORX® BROADLOOM	Broadloom	\$24.08
I0147	FAMOUS LAST WORDS ULTRALOC® PATTERN	Broadloom	\$11.80
I0399	FULL BLOOM ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0251	GAIT CLASSICBAC®	Broadloom	\$9.72
I0437	GLAMOROUS	Broadloom	\$20.52
Z6471	GLAMOROUS ECOWORX® BROADLOOM	Broadloom	\$24.18
I0333	GRATA EPBL	Broadloom	\$21.09
I0413	HALLO ULTRALOC® PATTERN	Broadloom	\$18.79
I0148	HEADLINES II ULTRALOC®	Broadloom	\$13.96
I0336	HEARTH CLASSICBAC®	Broadloom	\$16.27
I0101	HOMEROOM II 26 ULTRALOC® PATTERN	Broadloom	\$10.02
I0352	HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$14.28
I0351	HOMEROOM V 3.0 ULTRALOC®	Broadloom	\$11.04
I0434	LEAFLET ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$19.01
I0435	LUXURIOUS	Broadloom	\$20.85
Z6470	LUXURIOUS ECOWORX® BROADLOOM	Broadloom	\$24.43
I0247	MANNER CLASSICBAC®	Broadloom	\$12.08
I0129	NIGHT MOVES ULTRALOC®	Broadloom	\$13.21
I0414	NIHAO ULTRALOC® PATTERN	Broadloom	\$18.79
I0162	OPPORTUNITY KNOCKS CLASSICBAC®	Broadloom	\$10.64
Z6375	OPTIONS ULTRALOC® PATTERN	Broadloom	\$14.53
I0338	OWN IT ULTRALOC® PATTERN	Broadloom	\$14.56
I0250	PACE CLASSICBAC®	Broadloom	\$10.54
Z6436	PAY OFF CLASSICBAC®	Broadloom	\$11.41
I0036	PERPETUAL MOTION ULTRALOC®	Broadloom	\$22.33
Z6376	PLATFORM ULTRALOC® PATTERN	Broadloom	\$17.04
I0376	PRADO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$28.76
I0369	PUBLIC AFFAIRS CLASSICBAC®	Broadloom	\$10.69
I0205	RAISE THE BAR ULTRALOC®	Broadloom	\$13.96
I0442	RESPITE CLASSICBAC®	Broadloom	\$8.91
I0332	ROTOLO ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$21.09
I0202	SABRE ENCORE CLASSICBAC®	Broadloom	\$14.41
I0120	SCHOLASTIC II 26 CLASSICBAC®	Broadloom	\$10.36
I0121	SCHOLASTIC II 28 ULTRALOC®	Broadloom	\$11.75
I0368	SEAL THE DEAL CLASSICBAC®	Broadloom	\$11.29





Exhibit A

Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0367	SHAKE ON IT CLASSICBAC®	Broadloom	\$11.29
I0068	SOCRATES II 26 ULTRALOC®	Broadloom	\$11.67
I0069	SOCRATES II 28 ULTRALOC®	Broadloom	\$12.53
I0050	SOUND INVESTMENT ULTRALOC® PATTERN	Broadloom	\$10.28
Z6367	STANDOUT ULTRALOC® PATTERN	Broadloom	\$14.44
I0249	STRIDE CLASSICBAC®	Broadloom	\$10.02
I0109	STRUT YOUR STUFF ULTRALOC® PATTERN	Broadloom	\$10.97
I0441	SUCCEED ULTRALOC®	Broadloom	\$11.58
I0049	SWEET ULTRALOC® PATTERN	Broadloom	\$12.87
I0248	TECHNIQUE CLASSICBAC®	Broadloom	\$11.02
I0331	TESSA ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$19.82
I0443	TESTED CLASSICBAC®	Broadloom	\$13.07
Z6434	TRADE UP CLASSICBAC®	Broadloom	\$10.93
I0444	TRIED CLASSICBAC®	Broadloom	\$13.07
I0445	TRUE CLASSICBAC®	Broadloom	\$13.07
I0157	TWIST&SHOUT II ULTRALOC®	Broadloom	\$13.96
I0438	UNDERSTATED	Broadloom	\$18.36
Z6468	UNDERSTATED ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$15.86
I0391	VIRTUAL CURRENT ULTRALOC® PATTERN	Broadloom	\$15.44
I0400	VIVANT ECOWORX® PERFORMANCE BROADLOOM	Broadloom	\$22.57
I0200	WINDSWEPT ENCORE CLASSICBAC®	Broadloom	\$11.72
I0366	WORD OF MOUTH CLASSICBAC®	Broadloom	\$10.69
I0124	WORK IT	Broadloom	\$9.75
<b>Tile</b>			
I0345	10K ECOWORX® TILE	Tile	\$19.59
I0343	3K ECOWORX® TILE	Tile	\$19.59
I0344	5K ECOWORX® TILE	Tile	\$19.59
I0455	ABERDEEN (12" X 48")	Tile	\$20.25
I0293	AH HA ECOWORX® TILE	Tile	\$23.06
I0404	AIRE 9" X 36" ECOWORX® TILE	Tile	\$17.80
I0357	AIRE SKINNY TILE (18" X 36")	Tile	\$17.80
I0421	ALLOY SHIMMER (12" X 48")	Tile	\$21.75
I0394	APERTURE ECOWORX® TILE	Tile	\$23.15
I0358	AURA TILE (18" X 36")	Tile	\$17.80
I0166	BIG SPLASH! TILE (24" X 24")	Tile	\$19.71
Z6452	CASHMERE ECOWORX® TILE	Tile	\$23.24
I0285	CITY FLORA TILE (24" X 24")	Tile	\$19.55
I0284	CLEAN LINES TILE (24" X 24")	Tile	\$19.73
I0382	COLOR BLOCK ECOWORX® TILE	Tile	\$16.31
I0447	COLOR BLOCK ECOWORX® TILE	Tile	\$16.31
I0374	COLOR CHOICE FACET ECOWORX® TILE	Tile	\$26.96
I0204	COLOR CHOICE TILE (24" X 24")	Tile	\$21.78
I0381	COLOR POP ECOWORX® TILE	Tile	\$16.31
I0448	COLOR POP ECOWORX® TILE	Tile	\$16.31
I0110	COLOR YOUR WORLD TILE (24" X 24")	Tile	\$16.60
I0218	CONUNDRUM TILE (24" X 24")	Tile	\$17.00
I0283	COOL RAIN TILE (24" X 24")	Tile	\$19.59
I0427	CUBE & COLOUR (12" X 48")	Tile	\$22.00
I0426	CUBE & COLOUR (24" X 24")	Tile	\$22.00
I0428	CUBE & COLOUR FACET (17" X 41")	Tile	\$25.59
I0348	DART TILE (24" X 24")	Tile	\$20.83
I0119	DAZZLE TILE (24" X 24")	Tile	\$19.76
I0410	DECATHLON (24" X 24")	Tile	\$16.92
I0329	DEFLECT TILE (18" X 36")	Tile	\$24.41
I0384	DISMANTLE ECOWORX® TILE	Tile	\$22.28
I0386	DISPLACE ECOWORX® TILE	Tile	\$18.40
I0385	DISRUPT ECOWORX® TILE	Tile	\$22.28



## Exhibit A

## Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0330	DIVERGE TILE (18" X 36")	Tile	\$24.41
I0355	DOWNLOAD ECOWORX® TILE	Tile	\$16.09
Z6473	DWELL TILE (24"X24")	Tile	\$18.55
I0286	EARTHEN WEAVE (24" X 24")	Tile	\$19.51
I0227	EASY ON THE EYES (24" X 24")	Tile	\$14.07
I0312	ECOT COLOR ECOWORX® TILE	Tile	\$25.46
I0308	ECOT ECOWORX® TILE	Tile	\$25.46
I0309	ECOT SCRIPT ECOWORX® TILE	Tile	\$25.46
I0456	EDINBURGH (12" X 48")	Tile	\$20.25
I0342	ENFLECTION TILE (24" X 24")	Tile	\$26.62
I0340	ENFORM TILE (24" X 24")	Tile	\$22.57
I0306	ENTRY POINT ECOWORX® TILE	Tile	\$26.91
I0341	ENVERSE TILE (24" X 24")	Tile	\$22.57
I0359	ETHERAL TILE (18" X 36")	Tile	\$17.80
Z6406	EXHILARATION TILE (24" X 24")	Tile	\$19.04
I0291	EXPERIENCE TILE (24" X 24")	Tile	\$14.43
I0371	FABRIX FACET TILE (17" X 41")	Tile	\$26.62
I0279	FLEX (24" X 24")	Tile	\$14.97
I0349	FLUTTER TILE (24" X 24")	Tile	\$20.83
I0380	FUTURA ECOWORX® TILE	Tile	\$14.65
I0373	GEOMETRIX FACET TILE (17" X 41")	Tile	\$26.62
I0127	HOMEROOM II TILE (24" X 24")	Tile	\$16.79
I0353	HOMEROOM V 3.0 ECOWORX® TILE	Tile	\$16.12
I0296	HUE ECOWORX® TILE	Tile	\$22.83
I0294	IDEA ECOWORX® TILE	Tile	\$22.83
I0350	IN FLIGHT TILE (24" X 24")	Tile	\$21.41
Z6374	INDULGENCE TILE (24" X 24")	Tile	\$20.48
Z6474	INTRINSIC TILE (24" X 24")	Tile	\$16.56
I0457	INVERNESS (12" X 48")	Tile	\$20.25
I0295	JOT ECOWORX® TILE	Tile	\$22.83
I0311	LAYERED EXPRESSION ECOWORX® TILE	Tile	\$25.59
I0397	LEAFLET ECOWORX® TILE	Tile	\$22.00
I0383	LINEA 2 ECOWORX® TILE	Tile	\$15.83
Z6476	LIQUID TILE (24" X 24")	Tile	\$18.21
Z6477	LOFT TILE (24" X 24")	Tile	\$17.84
I0354	LOG IN ECOWORX® TILE	Tile	\$15.09
I0460	LOGIC (24" X 24")	Tile	\$12.42
I0422	METALLIC ALCHEMY (12" X 48")	Tile	\$22.75
Z6454	MOHAIR ECOWORX® TILE	Tile	\$23.25
I0226	MOVING ON UP TILE (24" X 24")	Tile	\$14.52
I0305	ON THE RIGHT FOOT ECOWORX® TILE	Tile	\$26.91
I0372	OPTIX FACET TILE (17" X 41")	Tile	\$26.62
I0379	ORBITAL ECOWORX® TILE	Tile	\$14.65
I0316	PASEO TILE (24" X 24")	Tile	\$29.94
I0105	PINSTRIPED TILE (24" X 24")	Tile	\$19.34
I0449	PIVOT POINT ECOWORX® TILE	Tile	\$17.40
Z6453	PLUSH LINEN ECOWORX® TILE	Tile	\$24.27
I0317	PRADO TILE (24" X 24")	Tile	\$29.94
I0396	PROSE ECOWORX® TILE	Tile	\$24.00
I0118	RAZZLE TILE (24" X 24")	Tile	\$20.61
I0459	REASON (24" X 24")	Tile	\$12.42
I0125	SCHOLASTIC II TILE (24" X 24")	Tile	\$16.70
I0393	SHADOWGRAPH 9" X 36" ECOWORX® TILE	Tile	\$24.15
I0356	SIGN OFF ECOWORX® TILE	Tile	\$15.09
I0461	SKILL (24" X 24")	Tile	\$12.42
I0126	SOCRATES II TILE (24" X 24")	Tile	\$16.99
I0239	SPEAK IN COLOR (24" X 24")	Tile	\$16.22





## Exhibit A

## Patcraft - Material Cost

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
I0240	SPEAK IN DESIGN (24" X 24")	Tile	\$16.22
Z6373	SPLURGE TILE (24" X 24")	Tile	\$18.99
Z6475	STUDIO TILE (24" X 24")	Tile	\$16.89
I0290	THOUGHT TILE (24" X 24")	Tile	\$14.41
I0096	TWEED TILE (24" X 24")	Tile	\$17.76
I0395	URBAN GARDEN TILE	Tile	\$23.00
I0450	VAULT ECOWORX® TILE	Tile	\$17.44
Z6451	VELVET ECOWORX® TILE	Tile	\$24.25
I0301	VIM ECOWORX® TILE	Tile	\$13.20
I0302	VIVID ECOWORX® TILE	Tile	\$14.86
I0304	WALK RIGHT IN II ECOWORX® TILE	Tile	\$26.91
I0425	WORK. STUDY. PLAY. 12X48 ECOWORX® TILE	Tile	\$19.09
I0405	WORK. STUDY. PLAY. 24X24 ECOWORX® TILE	Tile	\$19.09
I0280	YIELD TILE (24" X 24")	Tile	\$15.26
<b>Resilient</b>			
I346V	ADMIX 12" X 12"	Resilient	\$4.66
I347V	ADMIX 36" X 36"	Resilient	\$5.12
S167V	ADMIX WELD ROD	Resilient	\$132.00
I333V	AGGREGATE	Resilient	\$1.84
I318V	ARBOR CREST	Resilient	\$2.09
I208V	BOUNCE BACK	Resilient	\$26.16
S126V	BOUNCE BACK WELD ROD	Resilient	\$67.96
S101V	BROOKWOOD WELD ROD	Resilient	\$39.62
I319V	BROOKWOOD+	Resilient	\$23.85
I313V	CHARTED	Resilient	\$1.76
I600V	CLICK REFRESH	Resilient	\$2.71
I334V	DISSIPATE	Resilient	\$1.84
I500V	FORGE AHEAD	Resilient	\$22.10
S122V	GROUNDWORKS	Resilient	\$64.99
I200V	HIGHLAND FOREST 4"	Resilient	\$1.84
I800V	HIGHLAND FOREST 6"	Resilient	\$1.84
S109V	HUSH II	Resilient	\$221.76
I311V	LETTERPRESS	Resilient	\$1.76
I337V	METALLIX 9" X 36"	Resilient	\$3.88
I315V	METALLIX FACET	Resilient	\$3.88
I314V	METALLIX RECTANGLE	Resilient	\$3.88
I206V	NORTH RIDGE 4"	Resilient	\$1.90
I207V	NORTH RIDGE 6"	Resilient	\$1.90
I320V	ORGANIC HUE	Resilient	\$22.39
S137V	PATCRAFT CARPET REDUCER 5/16"	Resilient	\$57.22
S139V	PATCRAFT PINLESS METAL TRACK	Resilient	\$46.63
S136V	PATCRAFT RESILIENT CARPET REDUCER	Resilient	\$61.82
S141V	PATCRAFT SNAP DOWN T MOLDING 1-1/8"	Resilient	\$43.10
S142V	PATCRAFT SNAP DOWN T MOLDING 2"	Resilient	\$50.15
S140V	PATCRAFT TILE CARPET REDUCER 1/8"	Resilient	\$54.75
S138V	PATCRAFT TRANSITION TAPE	Resilient	\$7.61
S127V	PATCRAFT WALL BASE	Resilient	\$72.00
I322V	STRATIFIED+ 12" X 24"	Resilient	\$1.91
I321V	STRATIFIED+ 6" X 24"	Resilient	\$1.91
I323V	TIMBER GROVE 12	Resilient	\$1.19
I325V	TIMBER GROVE 20	Resilient	\$1.95
I312V	TYPEFACE	Resilient	\$1.76
I316V	WOOD PLANX	Resilient	\$3.88
I336V	WOOD PLANX 9" X 36"	Resilient	\$3.88
I300V	WOODLAND VIEW	Resilient	\$1.11
<b>Adhesives</b>			
1036D	1036 - BROADLOOM ADHESIVE W/ ANTIMICROBIAL	Broadloom	\$47.85



**Exhibit A  
Patcraft - Material Cost**

**Prices Effective August 1, 2017 - June 30, 2018**

Style Number	Style Name	Type	Price
3800D	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	Broadloom	\$49.18
I0433	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	Tile	\$49.18
S168V	4"X120' TOELESS BASE	Resilient	\$91.54
5001P	5001 - TILE STANDARD ADHESIVE	Tile	\$22.39
5036P	5036 - TILE ADHESIVE W/ ANTIMICROBIAL	Tile	\$86.55
I580U	5800 - CARPET TILE PS HIGH MOISTURE ADHESIVE UNITS	Tile	\$90.81
6200D	6200 - ADHESIVE DETACKIFIER	Broadloom	\$90.01
620DU	6200 - ADHESIVE DETACKIFIER UNITS	Tile	\$91.03
9000D	9000 - BARRIER COAT	Broadloom	\$200.83
900DU	9000 - BARRIER COAT UNITS	Tile	\$195.40
905DU	9050 - BARRIER COAT UNITS	Tile	\$56.09
9050D	9050 - FLOOR PRIMER	Broadloom	\$57.42
S125U	9050 - RESILIENT FLOOR PRIMER UNITS	Resilient	\$57.42
S125V	9050 RESILIENT FLOOR PRIMER (ROLLS)	Resilient	\$57.42
S124V	9050 RESILIENT FLOOR PRIMER (UNITS)	Resilient	\$57.42
S103V	ADHESIVE LG - 4100 4 GAL	Resilient	\$113.77
S102V	ADHESIVE LG - 4100 4 GAL ROLL GOODS	Resilient	\$113.77
8300D	ADHESIVE, ECO BROADLOOM SEAM SEALER	Broadloom	\$5.68
AVSCC	ADVANTAGE SYSTEM (ROLL)	Broadloom	\$255.05
3600D	BROADLOOM ADHESIVE W/ FLORSEPT ANTIMICROBIAL	Broadloom	\$43.23
4000D	BROADLOOM SEAL SEAER	Broadloom	\$9.54
306VS	CADBERRY 4"W X 120'L COVE BASE ROLL	Resilient	\$93.30
S158V	CAPRAIL 1.75"	Resilient	\$110.88
LOK4T	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	Tile	\$75.00
S157V	CAVETTO 6"	Resilient	\$127.51
I0446	CUSHIONWORX 2MM	Tile	\$207.90
I0432	CUSHIONWORX 3MM	Tile	\$376.63
S156V	CYMA 4.5"	Resilient	\$110.88
S159V	FASCIA 8"	Resilient	\$87.78
00LDR	LOKDOT ADHESIVE DOT SLEEVE	Tile	\$150.00
00LDA	LOKDOT APPLICATOR	Tile	\$56.45
S131V	MM800	Resilient	\$74.00
1000D	MULTI-PURPOSE ADHESIVE	Broadloom	\$33.21
1200D	MULTI-PURPOSE ADHESIVE	Broadloom	\$29.38
S148V	PATCRAFT ANTI SLIP TAPE HC	Resilient Adhesive	\$223.20
S133V	PATCRAFT COVE 1 GALLON ADHESIVE	Resilient	\$20.61
S132V	PATCRAFT COVE TUBE ADHESIVE	Resilient	\$65.74
S144V	PATCRAFT LANDING TILE HC	Resilient Adhesive	\$255.75
S147V	PATCRAFT MARKING TAPE -S HC	Resilient Adhesive	\$223.20
S143V	PATCRAFT RUBBER TREAD HC	Resilient Adhesive	\$305.04
S145V	PATCRAFT STRINGER/ RISE HC	Resilient Adhesive	\$125.55
S146V	PATCRAFT STRIPED TAPE HC	Resilient Adhesive	\$302.25
S100P	PRESSURE SENSITIVE ADHESIVE	Tile	\$66.12
S160V	QUARTER ROUND	Resilient	\$110.88
S104V	RESILIENT SEAM SEALER	Resilient	\$2.75
S123V	SHAW 200 - RESILIENT 4 GALLON	Resilient	\$101.20
S105V	SHAW 4100 - 1 GAL	Resilient	\$39.77
S106V	SHAW 4100 - 1 GAL	Resilient	\$39.77
S107V	SHAW S150 SPRAY ADHESIVE	Resilient	\$30.39
S108V	SHAW S150 SPRAY ADHESIVE	Resilient	\$30.39
S155V	SLOT 4.5"	Resilient	\$97.02
S154V	STRAIGHT 4.5"	Resilient	\$97.02
S113V	VS-60 MBX VERSASHIELD 60 (UNITS) 5'X144' LONG ROLLS	Resilient	\$2,145.00
S112V	VS-60 VERSASHIELD 60 (UNITS)5'X144' LONG ROLLS	Resilient	\$749.10
S115V	VSM MBX VERSASHIELD 2.5" TAPE (UNITS) 2.5" X 180' ROLLS/12 ROLLS PER CARTON	Resilient	\$73.70
S114V	VSM VERSASHIELD 2" TAPE (UNITS) 2" X 180' ROLLS/12 ROLLS PER CARTON	Resilient	\$59.40
S116V	VSM VERSASHIELD 4" DS TAPE (UNITS) 4" X 100' ROLLS/12 ROLLS PER CARTON	Resilient	\$71.50



Exhibit A  
Patcraft - Material Cost



Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Type	Price
<b>**All Pricing is material only (excludes freight, taxes, installation, and any other fees)</b>			





**Exhibit B**



**Patcraft - Installation Cost**

Prices Effective August 1, 2017 - June 30, 2018

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Carpet tiles (Full Spread)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Take Up Removal of Carpet	7:00 AM to 5:00 PM	\$0.81	\$7.29
VCT Installation	7:00 AM to 5:00 PM	\$1.35	\$12.15
LVT/VCT Removal Std	7:00 AM to 5:00 PM	\$0.81	\$7.29
LVT/VCT Disposal	7:00 AM to 5:00 PM	\$0.54	\$4.86
Sheet Vinyl Removal Std	7:00 AM to 5:00 PM	\$0.64	\$5.76
Sheet Vinyl Disposal	7:00 AM to 5:00 PM	\$1.17	\$10.53
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.97	\$26.73
Floor Prep (Hourly Rate; excludes materials)	7:00 AM to 5:00 PM	\$79.00	\$79.00
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Scope of Work	Hours to Perform Work	Price / LF	Price / LF
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$5.11	\$5.11
Furnish Vinyl Base 4" only	7:00 AM to 5:00 PM	\$3.15	\$3.15
Furnish Transitions Strips only	7:00 AM to 5:00 PM	\$3.69	\$3.69
Scope of Work	Hours to Perform Work	Price / Each	Price / Each
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$6.12	\$6.12
Nights (after 5PM) & Weekend Work; additional 50% to all labor rates above			
**Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.			
**Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.			
**Use Tax will apply to all turnkey installations, if your state is a Use Tax state. Use tax is imposed on the Supplier/Manufacturer when product is installed within the applicable state, and is paid directly to the state by the supplier/manufacturer. There is no exemption for Use Tax as it is required by the state's			



**Exhibit A**  
**Material Cost**

Prices Effective August 1, 2017 - June 30, 2018

Style Number	Style Name	Price / SF	Price / SY
<b>Carpet Tile</b>			
54436	Area Tile	\$2.08	\$18.72
J0115	Chain Reaction Tile	\$2.11	\$18.95
J0111	Change in Attitude	\$2.27	\$20.43
54784	Corrugated Tile	\$2.17	\$19.50
54757	Enlighten Tile	\$2.17	\$19.50
54565	Feedback Tile	\$1.88	\$16.89
J0187	Immerse Tile	\$1.95	\$17.58
54733	Live Wire Tile	\$2.53	\$22.78
54781	Material Effects Tile	\$1.69	\$15.23
54724	Mix Tile	\$2.58	\$23.18
54758	Reveal Tile	\$2.17	\$19.50
J0116	Ripple Effect Tile	\$2.16	\$19.41
54564	Static Tile	\$1.88	\$16.93
54754	Twist It Tile	\$2.17	\$19.50
54755	Warp It Tile	\$2.17	\$19.50
54492	Wired Tile	\$1.72	\$15.51
54756	Wonder Tile	\$2.17	\$19.50
<b>Broadloom</b>			
54214	Camden Harbor II ClassicBac	\$0.96	\$8.64
54443	Camden Harbor II EPBL	\$1.41	\$12.69
54215	Camden Harbor II Unitary	\$1.06	\$9.54
J0112	Change in Attitude StaLoc	\$1.24	\$11.16
54747	Franchise II 26 EPBL	\$1.36	\$12.24
54746	Franchise II 28 EPBL	\$1.42	\$12.78
54722	Laugh StaLok	\$1.54	\$13.89
54723	Learn Stalok	\$1.54	\$13.89
54720	Nest EPBL	\$1.08	\$9.71
54677	Scoreboard II 26 SLP	\$0.84	\$7.56
<b>Resilient</b>			
		<u>Price / SF</u>	<u>Price / SY</u>
5401V	Bosk	\$1.29	\$11.61
5402V	Bosk Pro 4"	\$2.16	\$19.44
5413V	Bosk Pro 6"	\$2.16	\$19.44
5423V	Connection 4"	\$2.35	\$21.15
5424V	Connection 6"	\$2.35	\$21.15
5400V	Fresco	\$2.16	\$19.44
5425V	Personality 12m	\$1.20	\$10.80

<b>Adhesive</b>			
		<u>UOM</u>	<u>Price / Unit</u>
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77
<p><i>*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.</i></p> <p><i>**Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.</i></p> <p><i>*** When providing carpet and installation, the unit price on the project proposal will include use tax.</i></p>			






**Exhibit B**  
Installation Cost

Prices Effective August 1, 2017 - June 30, 2018

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Carpet tiles (Full Spread)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Take Up Removal of Carpet	7:00 AM to 5:00 PM	\$0.81	\$7.29
VCT Installation	7:00 AM to 5:00 PM	\$1.35	\$12.15
LVT/VCT Removal Std	7:00 AM to 5:00 PM	\$0.81	\$7.29
LVT/VCT Disposal	7:00 AM to 5:00 PM	\$0.54	\$4.86
Sheet Vinyl Removal Std	7:00 AM to 5:00 PM	\$0.64	\$5.76
Sheet Vinyl Disposal	7:00 AM to 5:00 PM	\$1.17	\$10.53
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.97	\$26.73
Floor Prep (Hourly Rate; excludes materials)	7:00 AM to 5:00 PM	\$79.00	\$79.00
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Scope of Work	Hours to Perform Work	Price / LF	Price / LF
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$5.11	\$5.11
Furnish Vinyl Base 4" only	7:00 AM to 5:00 PM	\$3.15	\$3.15
Furnish Transitions Strips only	7:00 AM to 5:00 PM	\$3.69	\$3.69
Scope of Work	Hours to Perform Work	Price / Each	Price / Each
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$6.12	\$6.12
Nights (after 5PM) & Weekend Work		additional 50% to all labor rates above	
**Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.			
**Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing,			
**Use Tax will apply to all turnkey installations, if your state is a Use Tax state. Use tax is imposed on the Supplier/Manufacturer when product is installed within the applicable state, and is paid directly to the state by the supplier/manufacturer. There is no exemption for Use Tax as it is required by the state's revenue code.			

<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> <b>MU15-SHAW</b>
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FY 2017	Buyer VARIOUS	Date 7/27/16	Account	P.O. Date 12/15/2014	Contract
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
--	---

Vendor Name, Address, Phone #, etc.  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721  ph.: 706.832.5129/ fax: 706.879.4537 /FEIN# 35-2162582	Vendor Code	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 # <u>  3  </u>  To incorporate the attached pricing agreement between Shaw Industries, Inc. and Marshall University, all in accordance with the terms and conditions contained in the original agreement, amendments, attached Exhibits and authorized change orders.  Flooring		

Reason for Change:  Attached pricing agreement emailed May 5, 2016 provided additional information from the excel sheet sent and incorporated into change order #2.	Previous Total      \$    OPEN END Increase                \$ _____ Decrease                \$ _____ New Total                \$    OPEN END
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Approved: Stephane CPE      7-27-16  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A  
 Attorney General if required \_\_\_\_\_ Date \_\_\_\_\_





**Exhibit B**

**Installation Cost**

Prices Effective March 1, 2016 - February 28, 2017

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Carpet tiles (Full Spread)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Take Up Removal of Carpet	7:00 AM to 5:00 PM	\$0.81	\$7.29
VCT Installation	7:00 AM to 5:00 PM	\$1.35	\$12.15
LVT/VCT Removal Std	7:00 AM to 5:00 PM	\$0.81	\$7.29
LVT/VCT Disposal	7:00 AM to 5:00 PM	\$0.54	\$4.86
Sheet Vinyl Removal Std	7:00 AM to 5:00 PM	\$0.64	\$5.76
Sheet Vinyl Disposal	7:00 AM to 5:00 PM	\$1.17	\$10.53
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.97	\$26.73
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Scope of Work	Hours to Perform Work	Price / LF	Price / LF
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$5.11	\$5.11
F&I Vinyl Base 4"	7:00 AM to 5:00 PM	\$2.25	\$2.25
F&I Transitions Strips	7:00 AM to 5:00 PM	\$3.69	\$3.69
Scope of Work	Hours to Perform Work	Price / Each	Price / Each
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$6.12	\$6.12
Nights (after 5PM) & Weekend Work		additional 50% to all labor rates above	
<i>*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.</i>			
<i>**Project/Business Management includes consulting, estimating, specification development, scope review, material</i>			



**Exhibit A**  
**Material Cost**


Prices Effective March 1, 2016 - February 28, 2017

Style Number	Style Name	Price / SF	Price / SY
<b>Carpet Tile</b>			
54436	Area Tile	\$2.08	\$18.72
J0115	Chain Reaction Tile	\$2.11	\$18.95
J0111	Change in Attitude	\$2.27	\$20.43
54784	Corrugated Tile	\$2.17	\$19.50
54757	Enlighten Tile	\$2.17	\$19.50
54565	Feeedback Tile	\$1.88	\$16.89
J0187	Immerse Tile	\$1.95	\$17.58
54733	Live Wire Tile	\$2.53	\$22.78
54781	Material Effects Tile	\$1.69	\$15.23
54724	Mix Tile	\$2.58	\$23.18
54758	Reveal Tile	\$2.17	\$19.50
J0116	Ripple Effect Tile	\$2.16	\$19.41
54564	Static Tile	\$1.88	\$16.93
54754	Twist It Tile	\$2.17	\$19.50
54755	Warp It Tile	\$2.17	\$19.50
54492	Wired Tile	\$1.72	\$15.51
54756	Wonder Tile	\$2.17	\$19.50
<b>Broadloom</b>			
54214	Camden Harbor II ClassicBac	\$0.96	\$8.64
54443	Camden Harbor II EPBL	\$1.41	\$12.69
54215	Camden Harbor II Unitary	\$1.06	\$9.54
J0112	Change in Attitude StaLoc	\$1.24	\$11.16
54747	Franchise II 26 EPBL	\$1.36	\$12.24
54746	Franchise II 28 EPBL	\$1.42	\$12.78
54722	Laugh StaLok	\$1.54	\$13.89
54723	Learn Stalok	\$1.54	\$13.89
54720	Nest EPBL	\$1.08	\$9.71
54677	Scoreboard II 26 SLP	\$0.84	\$7.56
<b>Resilient</b>			
		<u>Price / SF</u>	<u>Price / SY</u>
5401V	Bosk	\$1.29	\$11.61
5402V	Bosk Pro 4"	\$2.16	\$19.44
5413V	Bosk Pro 6"	\$2.16	\$19.44
5423V	Connection 4"	\$2.35	\$21.15
5424V	Connection 6"	\$2.35	\$21.15
5400V	Fresco	\$2.16	\$19.44
5425V	Personality 12m	\$1.20	\$10.80
<b>Adhesive</b>			
		<u>UOM</u>	<u>Price / Unit</u>
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77

\*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

\*\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.

<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU15-SHAW
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FY 2016	Buyer VARIOUS	Date 4/27/16	Account	P.O. Date 12/15/2014	Contract
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc.  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721  ph.: 706.832.5129/ fax: 706.879.4537 /FEIN# 35-2162582	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>2</u>  To incorporate the revised pricing agreement between Shaw Industries, Inc. and Marshall University, all in accordance with the terms and conditions contained in the original agreement, amendments, and attached Exhibits.  Flooring  Effective Period: 3/1/16 to 2/28/2017		

Reason for Change: Pricing update	Previous Total     \$ <u>OPEN END</u> Increase             \$     _____ Decrease            \$     _____ New Total            \$ <u>OPEN END</u>
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Approved:  4-27-16  
Authorized Signature Date

\_\_\_\_\_  
 N/A  
 Attorney General if required Date



**Exhibit A**  
**Material Cost**

Prices Effective March 1, 2016 - February 28, 2017

Style Number	Style Name	Price / SF	Price / SY
<b>Carpet Tile</b>			
54436	Area Tile	\$2.08	\$18.72
J0115	Chain Reaction Tile	\$2.11	\$18.95
J0111	Change in Attitude	\$2.27	\$20.43
54784	Corrugated Tile	\$2.17	\$19.50
54757	Enlighten Tile	\$2.17	\$19.50
54565	Feedback Tile	\$1.88	\$16.89
J0187	Immerse Tile	\$1.95	\$17.58
54733	Live Wire Tile	\$2.53	\$22.78
54781	Material Effects Tile	\$1.69	\$15.23
54724	Mix Tile	\$2.58	\$23.18
54758	Reveal Tile	\$2.17	\$19.50
J0116	Ripple Effect Tile	\$2.16	\$19.41
54564	Static Tile	\$1.88	\$16.93
54754	Twist It Tile	\$2.17	\$19.50
54755	Warp It Tile	\$2.17	\$19.50
54492	Wired Tile	\$1.72	\$15.51
54756	Wonder Tile	\$2.17	\$19.50
<b>Broadloom</b>			
54214	Camden Harbor II ClassicBac	\$0.96	\$8.64
54443	Camden Harbor II EPBL	\$1.41	\$12.69
54215	Camden Harbor II Unitary	\$1.06	\$9.54
J0112	Change in Attitude StaLoc	\$1.24	\$11.16
54747	Franchise II 26 EPBL	\$1.36	\$12.24
54746	Franchise II 28 EPBL	\$1.42	\$12.78
54722	Laugh StaLok	\$1.54	\$13.89
54723	Learn Stalok	\$1.54	\$13.89
54720	Nest EPBL	\$1.08	\$9.71
54677	Scoreboard II 26 SLP	\$0.84	\$7.56
<b>Resilient</b>			
		<u>Price / SF</u>	<u>Price / SY</u>
5401V	Bosk	\$1.29	\$11.61
5402V	Bosk Pro 4"	\$2.16	\$19.44
5413V	Bosk Pro 6"	\$2.16	\$19.44
5423V	Connection 4"	\$2.35	\$21.15
5424V	Connection 6"	\$2.35	\$21.15
5400V	Fresco	\$2.16	\$19.44
5425V	Personality 12m	\$1.20	\$10.80



**Exhibit A**  
**Material Cost**

Prices Effective March 1, 2016 - February 28, 2017

<b>Adhesive</b>			
		<u>UOM</u>	<u>Price / Unit</u>
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77

*\*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.*

*\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.*

*\*\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.*

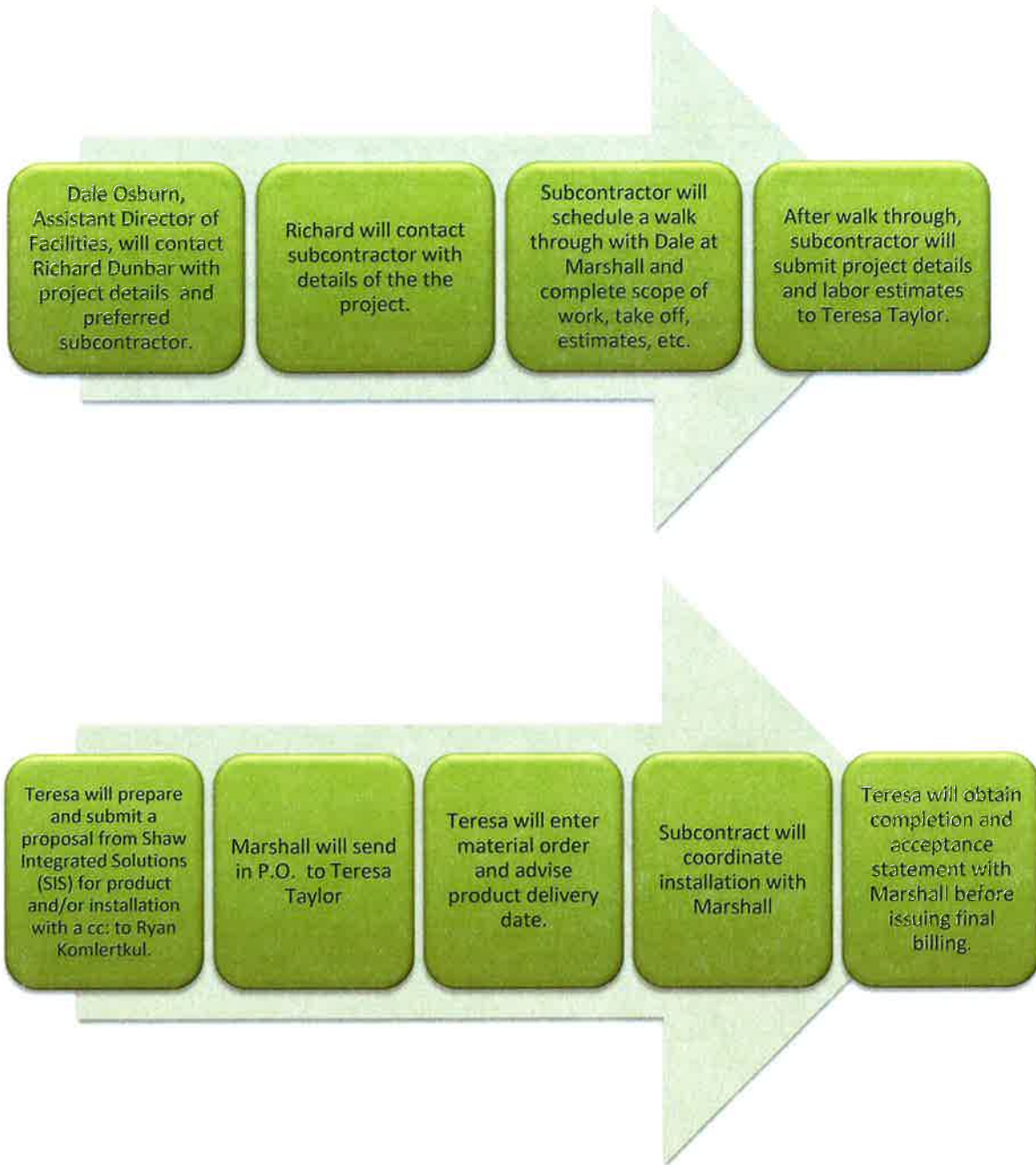
Services	SY	SF	LF
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Direct Glue	\$ 7.11	\$ 0.79	
Direct Glue with Cushion	\$ 8.46	\$ 0.94	
Double Stick	\$ 9.81	\$ 1.09	
Stretch-in over Cushion	\$ 9.54	\$ 1.06	
Carpet tile full spread	\$ 8.19	\$ 0.91	
Furn. Lift for Carpet Install	\$ 13.23	\$ 1.47	
Take up	\$ 7.29	\$ 0.81	
VCT Installation	\$ 12.15	\$ 1.35	
LVT/VCT Removal Std	\$ 7.29	\$ 0.81	
LVT/VCT Disposal	\$ 4.86	\$ 0.54	
Sheet Vinyl Removal Std	\$ 5.76	\$ 0.64	
Sheet Vinyl Disposal	\$ 10.53	\$ 1.17	
LVT Installation (No Pattern)	\$ 26.73	\$ 2.97	
Sheet Vinyl Installation (No Pattern)	\$ 22.14	\$ 2.46	
Install Rubber Stair Tread (LF)			\$ 5.11
4" Vinyl Base Material Only (LF)			\$ 2.25
Transitions Strips - Material Only (LF)			\$ 3.69

4/27/2016



**Exhibit C**  
Project Flowchart and Scope of Work



**Contact Information:**

Dale Osburn Assistant Director of Facilities Marshall University 304-696-6676 <a href="mailto:osburnr@marshall.edu">osburnr@marshall.edu</a>	Richard Dunbar Shaw Territory Manager Shaw Industries 304-545-9201 <a href="mailto:richard.osburn@shawinc.com">richard.osburn@shawinc.com</a>	Ryan Komlertkul Midwest, Divisional Manager Shaw Industries 773-383-3378 <a href="mailto:ryan.komlertkul@shawinc.com">ryan.komlertkul@shawinc.com</a>	Teresa Taylor Project Coordinator Shaw Integrated Solutions 770-276-7502 <a href="mailto:teresa.taylor@shawinc.com">teresa.taylor@shawinc.com</a>
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**Subcontractors:**

- Floor Solutions. Huntington , WV - Owner/Contact: Troy Houchin
- Lavalette Carpet Center Inc. Lavalette, WV - Owner/Contact: Chandra Tomblin
- Fabric Town Interiors Inc. Huntington, WV - Owner/Contact: Randy Dunfee

**Purchase  
Change Request**



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

**Order #**  
**MU15-SHAW**

FY 2016	Buyer VARIOUS	Date 4/15/16	Account	P.O. Date 12/15/2014	Contract
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc.  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721  ph.: 706.832.5129/ fax: 706.879.4537 /FEIN# 35-2162582	Vendor Code	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 # <u>  1  </u>  To incorporate the March 1, 2016 pricing agreement between Shaw Industries, Inc. and Marshall University, all in accordance with the terms and conditions contained in the original agreement, amendments, and attached Exhibits.  Flooring  Effective Period: 3/1/16 to 2/28/2017		

Reason for Change: Pricing update	Previous Total	\$	OPEN END
	Increase	\$	_____
	Decrease	\$	_____
	New Total	\$	OPEN END

Approved: Stephanie P. A. 4-15-16  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

N/A  
 Attorney General if required \_\_\_\_\_ Date \_\_\_\_\_



**Exhibit A**  
**Material Cost**

Prices Effective March 1, 2016 - February 28, 2017

Style Number	Style Name	Price / SF	Price / SY
<b>Carpet Tile</b>			
54436	Area Tile	\$2.08	\$18.72
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54784	Corrugated Tile	\$2.17	\$19.50
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54565	Feedback Tile	\$1.88	\$16.89
J0187	Immerse Tile	\$1.95	\$17.58
54733	Live Wire Tile	\$2.53	\$22.78
54781	Material Effects Tile	\$1.69	\$15.23
54724	Mix Tile	\$2.58	\$23.18
54758	Reveal Tile	\$2.17	\$19.50
J0116	Ripple Effect Tile	\$2.16	\$19.41
54564	Static Tile	\$1.88	\$16.93
54754	Twist It Tile	\$2.17	\$19.50
54755	Warp It Tile	\$2.17	\$19.50
54492	Wired Tile	\$1.72	\$15.51
54756	Wonder Tile	\$2.17	\$19.50
<b>Broadloom</b>			
54214	Camden Harbor II ClassicBac	\$0.96	\$8.64
54443	Camden Harbor II EPBL	\$1.41	\$12.69
54215	Camden Harbor II Unitary	\$1.06	\$9.54
J0112	Change in Attitude StaLoc	\$1.24	\$11.16
54747	Franchise II 26 EPBL	\$1.36	\$12.24
54746	Franchise II 28 EPBL	\$1.42	\$12.78
54722	Laugh StaLok	\$1.54	\$13.89
54723	Learn Stalok	\$1.54	\$13.89
54720	Nest EPBL	\$1.08	\$9.71
54677	Scoreboard II 26 SLP	\$0.84	\$7.56
<b>Resilient</b>			
		<u>Price / SF</u>	<u>Price / SY</u>
5401V	Bosk	\$1.29	\$11.61
5402V	Bosk Pro 4"	\$2.16	\$19.44
5413V	Bosk Pro 6"	\$2.16	\$19.44
5423V	Connection 4"	\$2.35	\$21.15
5424V	Connection 6"	\$2.35	\$21.15
5400V	Fresco	\$2.16	\$19.44
5425V	Personality 12m	\$1.20	\$10.80



**Exhibit A**

**Material Cost**

Prices Effective March 1, 2016 - February 28, 2017

<b>Adhesive</b>			
		<u>UOM</u>	<u>Price / Unit</u>
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77

*\*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.*

*\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.*

*\*\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.*

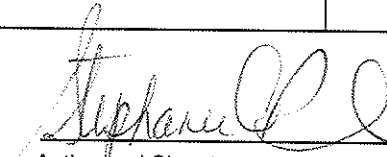


**Exhibit B**  
**Installation Cost**  
**Prices Effective March 1, 2016 - February 28, 2017**

Scope of Work	Hours to Perform Work	Price / SF	Price / SY
Direct Glue	7:00 AM to 5:00 PM	\$0.79	\$7.11
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	\$0.94	\$8.46
Double Stick	7:00 AM to 5:00 PM	\$1.09	\$9.81
Stretch-in over Cushion	7:00 AM to 5:00 PM	\$1.06	\$9.54
Carpet tiles (Full Spread)	7:00 AM to 5:00 PM	\$0.91	\$8.19
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	\$1.47	\$13.23
Take Up Removal of Carpet	7:00 AM to 5:00 PM	\$0.81	\$7.29
VCT Installation	7:00 AM to 5:00 PM	\$0.15	\$1.35
LVT/VCT Removal Std	7:00 AM to 5:00 PM	\$0.09	\$0.81
LVT/VCT Disposal	7:00 AM to 5:00 PM	\$0.06	\$0.54
Sheet Vinyl Removal Std	7:00 AM to 5:00 PM	\$0.64	\$5.76
Sheet Vinyl Disposal	7:00 AM to 5:00 PM	\$0.13	\$1.17
LVT Installation (No Pattern)	7:00 AM to 5:00 PM	\$0.33	\$2.97
Sheet Vinyl Installation (No Pattern)	7:00 AM to 5:00 PM	\$2.46	\$22.14
Install Rubber Stair Tread	7:00 AM to 5:00 PM	\$5.11	\$45.99
Install 18x18 Rubber Landing Tile	7:00 AM to 5:00 PM	\$0.68	\$6.12
F&I Vinyl Base 4"	7:00 AM to 5:00 PM	\$0.25	\$2.25
F&I Transitions Strips	7:00 AM to 5:00 PM	\$0.41	\$3.69
Nights (after 5PM) & Weekend Work		additional 50% to all labor rates above	

*\*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.*

*\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material*

<b>SUPPLY AGREEMENT</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599			<b>Agreement Name</b> MU15-SHAW	
TO:  SHAW INDUSTRIES INC 616 EAST WALNUT AVE DALTON GA 30721				Ship to: JOBSITE  Bldg: Room # :		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON REVERSE SIDE HEREOF AND AS SET FORTH HEREIN  WVFIMS Account #:
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	
12/15/2014	2015	OPEN				
<p><b><u>CARPET SUPPLY STANDARDIZATION AGREEMENT</u></b></p> <p>This agreement constitutes acceptance of contract made by and between MARSHALL UNIVERSITY, on behalf of the Governing Board, and Shaw Industries, Inc. of Dalton, Georgia (Shaw) for the Carpet Standardization Program with pricing based on GS-03F-0049AA pricing</p> <p>All in accordance with the agreement attached hereto and made a part hereof.                  Marshall University – Shaw Supply Agreement                  Amendment #2</p>						
Mail Original Invoice and 1 Copy to:						
Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500				 Authorized Signature		12-19-14 Date



## TERMS AND CONDITIONS

Revised 2/15/12

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are *objected* to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
7. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, 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.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
10. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
11. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
12. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
13. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.
14. **PAYMENT & AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.
15. **RENEWAL:** The contract may be renewed only upon mutual written agreement of the parties.
16. **REJECTION:** All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
17. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.
18. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
19. **TAXES:** The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
20. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
21. **WARRANTY:** The seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

**Marshall University – Shaw Supply Agreement  
Amendment #2**

This Amendment to Marshall University-Shaw Supply Agreement (this “Amendment”) is made as of December 15, 2014 (the “**Date of this Amendment**”) by and between Marshall University of Huntington, West Virginia (“**Customer**”), and Shaw Industries, Inc. of Dalton, GA (“**Shaw**”).

WHEREAS, the Parties have entered into a Supply Agreement dated as of May 2, 2011 (as amended, the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and obligations set forth herein, the Parties hereto agree as set out below.

1. Definitions. For purposes of this Amendment, all capitalized terms, which are used but not defined in this Amendment, will have the meanings ascribed to them in the Agreement.

2. Term.

Section 1. Term is hereby amended to extend the term of the Agreement through December 15, 2015. The Agreement shall extend thereafter only upon mutual written agreement of both parties.

3. Pricing.

a. Exhibit A of the agreement is deleted in its entirety, and inserted in lieu thereof is a new Exhibit A. The material pricing has been revised to mirror Shaw’s current GSA Schedule.

b. Exhibit B of the agreement is deleted in its entirety, and inserted in lieu thereof is a new Exhibit B. The prices for installation are set forth on Exhibit B and are revised to mirror Shaw’s current GSA Schedule.

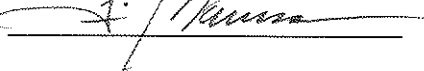
4. Flow Chart.

a. Exhibit C of the agreement is deleted in its entirety, and inserted in lieu thereof is a new Exhibit C. Family Carpet Inc. Parkersburg, WV has been deleted and replaced with Floor Solution. Huntington, WV

5. Entire Agreement. This Amendment together with the Agreement constitute the entire understanding and agreement between the parties hereto and supersede all previous writings and understandings between the parties hereto with respect to the subject matter hereof. No term or provision of this Amendment shall be varied or modified by any prior or subsequent statement, conduct or act of either of the parties hereto, except that the parties hereto may amend this Amendment by written instruments specifically referring to and executed in the same manner as this Amendment. In the event any

of the provisions in this Amendment shall be inconsistent with the provisions of the Agreement, the provisions in this Amendment shall govern. All terms and conditions of the Agreement not amended hereby shall remain in full force and effect. IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Amendment as of the date first above written.

Shaw Industries, Inc.

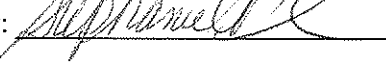
By: 

Name: Tim Baucom

Its: VP of Commercial Sales and Marketing

Date: 12/15/2014

Marshall University

By: 

Name: Stephanie Smith

Its: Director of Purchasing

Date: 12/19/14



**Exhibit A**

Material Cost

Prices Effective December 15, 2014 - December 15, 2015

Carpet Tile			
54436	Area Tile	\$2.08	\$18.72
J0115	Chain Reaction Tile	\$2.10	\$18.90
54435	Range Tile	\$2.08	\$18.72
J0116	Ripple Effect Tile	\$2.10	\$18.90
54437	Rows Tile	\$2.08	\$18.72
Resilient			
5423V	Connection 4"	\$2.35	\$21.15
5425V	Personality 12m	\$1.36	\$12.51
5403V	Solace	\$1.97	\$17.73
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$66.12
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$33.21
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.54
212VS	Adhesive Resilient - 4100 4 Gal	4 Gal Pail	\$113.77

Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.



### Exhibit B

#### Installation Cost

Effective Date: December 15, 2014 - December 15, 2015

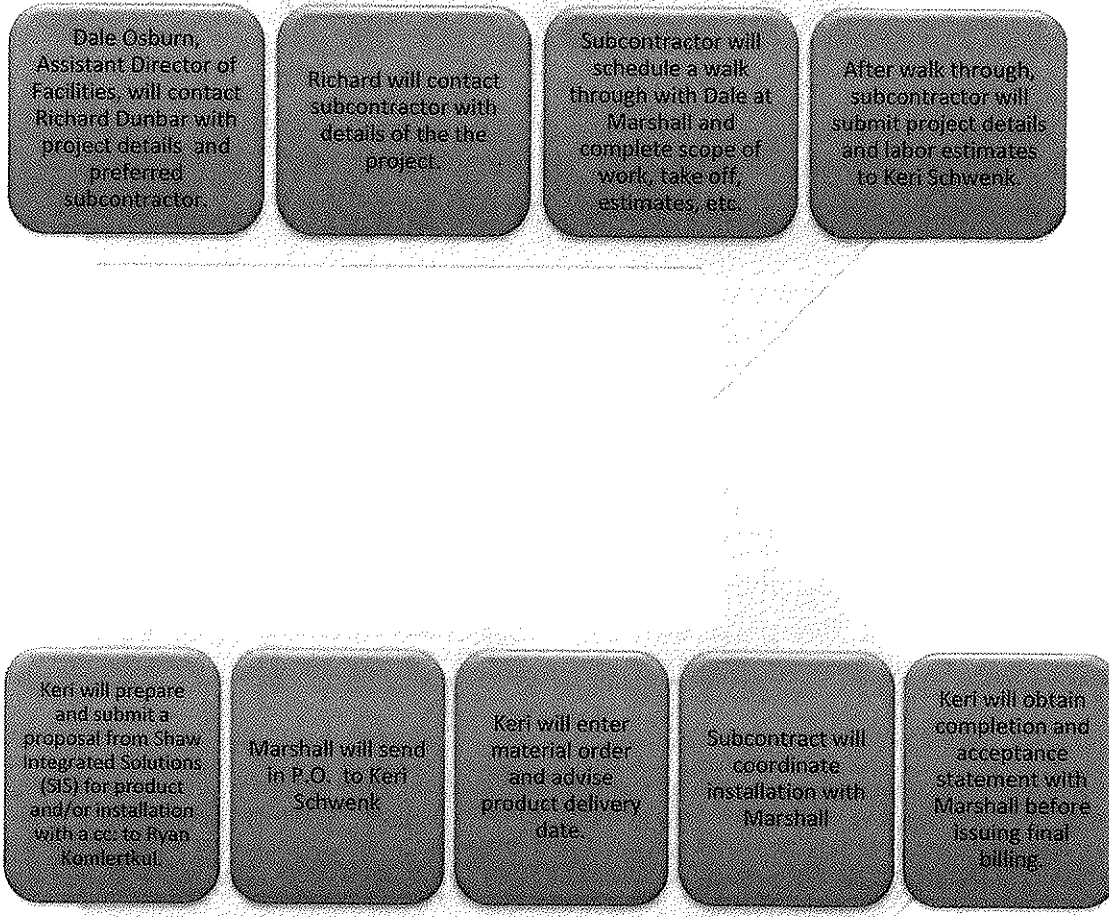
Scope of Work	Hours to Perform Work	Unit of Measure	Price
Direct Glue	7:00 AM to 5:00 PM	SF	\$0.67 - \$0.95
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	SF	\$0.74 - \$1.01
Carpet Tiles (Full Spread)	7:00 AM to 5:00 PM	SF	\$0.81 - \$1.19
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	SF	\$2.00 - \$2.66
Take Up Removal of Carpet	7:00 AM to 5:00 PM	SF	\$1.00 - \$1.55
Prevailing & Wage Compensation (min. one hour)		Hour	\$47.58
Nights (after 5PM) & Weekend Work - additional 50% to all labor rates above			

*Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.*

*\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.*



**Exhibit C**  
Project Flowchart and Scope of Work



**Contact Information:**

Dale Osburn Assistant Director of Facilities Marshall University 304-696-6676 <a href="mailto:osburnr@marshall.edu">osburnr@marshall.edu</a>	Richard Dunbar Shaw Territory Manager Shaw Industries 304-545-9201 <a href="mailto:richard.osburn@shawinc.com">richard.osburn@shawinc.com</a>	Ryan Komlertkul Midwest, Divisional Manager Shaw Industries 773-383-3378 <a href="mailto:ryan.komlertkul@shawinc.com">ryan.komlertkul@shawinc.com</a>	Keri Schwenk Project Coordinator Shaw Integrated Solutions 706-532-7475 <a href="mailto:keri.schwenk@shawinc.com">keri.schwenk@shawinc.com</a>
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**Subcontractors:**

- Floor Solutions. Huntington , WV - Owner/Contact: Troy Houchin
- Lavalette Carpet Center Inc. Lavalette, WV - Owner/Contact: Chandra Tomblin
- Fabric Town Interiors Inc. Huntington, WV - Owner/Contact: Randy Dunfee

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number:

WV031043

Classification:

FLOOR COVERING  
SPECIALTY

SHAW CONTRACT FLOORING SERVICES INC  
DBA SPECTRA CONTRACT FLOORING  
PO BOX 2128 MD 95-03  
DALTON, GA 30722

Date Issued

MAY 09, 2014

Expiration Date

MAY 09, 2015

Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensees, issued under provisions of West Virginia Code, Chapter 21, Article 11.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/25/2014

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

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

<b>PRODUCER</b> *Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Shaw.CerlRequest@marsh.com / Fax: 212-948-0903 100527-INDUS-INTEG-14-15      NA      ALL      JOB      INTEG      N/A		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext):      FAX (A/C, No.): E-MAIL ADDRESS:	
<b>INSURED</b> **Shaw Industries, Inc. dba Shaw Integrated Solutions Mail Drop OWD-53 P.O. Drawer 2128 Chatsworth, GA 30705		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
		INSURER A : Zurich American Insurance Company      16535	
		INSURER B : Safety National Casualty Corp.      15105	
		INSURER C : N/A      N/A	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-003312977-01      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability CG 0001 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO 9266431-04	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			BAP 9266438-04	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,600,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			LDS4048903 (AOS)	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PS 4048904 (WI)	07/01/2014	07/01/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Workers Compensation \$1,250,000 SIR			SP 4051113	07/01/2014	07/01/2015	Per Occurrence STATUTORY EL Per Occurrence 1,000,000

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

Re: All jobs as performed by the named insured

### CERTIFICATE HOLDER

Marshall University  
 One John Marshall  
 Huntington, WV 25755

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Ronald A. Santaniello

*Ronald A. Santaniello*

© 1988-2010 ACORD CORPORATION. All rights reserved.



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

I, Tim Baucom, after being first duly sworn, depose and state as follows:

- I am an employee of Shaw Industries, Inc.; and,  
(Company Name)
- I do hereby attest that Shaw Industries, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: [Signature]  
 Title: VP - Commercial Sales & Marketing  
 Company Name: Shaw Industries, Inc.  
 Date: 12/3/2014

Taken, subscribed and sworn to before me this 3<sup>RD</sup> day of December, 2014.

By Commission expires 5-30-2017

(Seal)

[Signature]  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 §81-5-3) 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: Tim Baucom Shaw Industries, Inc.

Authorized Signature: [Signature] Date: 12/3/14

State of GA

County of Catoosa, to-wit:

Taken, subscribed, and sworn to before me this 3<sup>rd</sup> day of December, 2014.

My Commission expires 5-30, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV032408

**Classification:**  
GENERAL BUILDING

FLOOR SOLUTIONS INC  
DBA FLOOR SOLUTIONS INC  
4964 SUNSET DRIVE  
HUNTINGTON, WV 25704

**Date Issued**

OCTOBER 11, 2014

**Expiration Date**

OCTOBER 11, 2015

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





**CITY OF HUNTINGTON**  
Finance Division

**CONTRACTOR LICENSE  
CERTIFICATE**

**FLOOR SOLUTIONS INC**  
4964 SUNSET DR  
HUNTINGTON , WV 25704

**Business License #: 137**

**7/1/2014 to 6/30/2015**

**Business Classification:**

Contractor

**\*\*\* Important Notice \*\*\***

This certificate is NOT transferable and must be conspicuously displayed at the location for which issued. HAWKERS and PEDDLERS must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS must have a copy of this certificate displayed at job site. ALL license, tax and fees must be current to keep license in good standing. Engaging in business without conspicuously posting a valid certificate in the place of business is a violation of the Codified Ordinances of Huntington, West Virginia.

FLOOR SOLUTIONS INC  
5972 US RT 60 EAST

HUNTINGTON, WV 25705

City of Huntington  
P.O. Box 1659  
Huntington, WV 25717  
Phone: (304) 696-5969





# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)  
9/29/14

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.459.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY <b>GESNER INSURANCE AGENCY INC</b> 526 6TH AVE HUNTINGTON, WV 25701-1912  (304)525-6500	AGENT'S NO. EE1354	COMPANIES AFFORDING COVERAGE Co.: C. ERIE INSURANCE COMPANY Co.: D. ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E. ERIE INSURANCE EXCHANGE (Not Applicable in NY) Erie Indemnity Co., Attorney-in-Fact Co.: F. ERIE INSURANCE COMPANY OF NEW YORK Co.: G. FLAGSHIP CITY INSURANCE COMPANY	
		This certificate is issued for informational purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.	
NAME AND ADDRESS OF NAMED INSURED  Floor Solutions, Inc. Troy Houchin 4964 Sunset Drive Huntington, WV 25704			

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q36 6320056	12/13/13	12/13/14	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Pkt) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP PAGE \$ 2,000,000
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q12 6330113	12/13/13	12/13/14	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000
D	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$	Q31 7978021	12/13/13	12/13/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
E	WORKERS COMPENSATION & EMPLOYERS LIABILITY  <input checked="" type="checkbox"/> OTHER	Q96 1300325	12/13/13	12/13/14	STATUTORY BODILY INJURY BY ACCIDENT \$ 100,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT DISEASE \$ 100,000 EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER Marshall University 1 John Marshall Drive Huntington, WV 25755	AUTHORIZED REPRESENTATIVE 
--	-------------------------------



# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)  
11/25/14

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY <b>GESNER INSURANCE AGENCY INC</b> 526 6TH AVE HUNTINGTON, WV 25701-1912  (304)525-6500	AGENT'S NO. EE1354	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
---	-----------------------	---

NAME AND ADDRESS OF NAMED INSURED  Floor Solutions, Inc. Troy Houchin 4964 Sunset Drive Huntington, WV 25704	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
---	---

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO. ADD'L CHRG.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
D	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG	Q36 6320056	12/13/14	12/13/15	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any One Flg)	\$ 1,000,000
					MED EXP (Any One Person)	\$ 5,000
					PERSONAL & ADV. INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q12 6330113	12/13/14	12/13/15	BODILY INJURY (EACH PERSON)	\$
					BODILY INJURY (EACH ACCIDENT)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000
D	<input type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q31 7970021	12/13/14	12/13/15	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
						\$
E	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q96 1300325	12/13/14	12/13/15	STATUTORY	
					BODILY INJURY BY ACCIDENT	\$ 100,000 EACH ACCIDENT
					DISEASE	\$ 500,000 POLICY LIMIT
					DISEASE	\$ 100,000 EACH EMPLOYEE
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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

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NAME AND ADDRESS OF CERTIFICATE HOLDER Marshall University 1 John Marshall Drive Huntington, WV 25755	AUTHORIZED REPRESENTATIVE 
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State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5


STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Troy Houchin, after being first duly sworn, depose and state as follows:

1. I am an employee of Floor Solutions, Inc.; and,  
(Company Name)
2. I do hereby attest that Floor Solutions, Inc.  
(Company Name)


maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

By:   
 Title: Owner  
 Company Name: Floor Solutions, Inc  
 Date: November 25, 2014

Taken, subscribed and sworn to before me this 25 day of November, 2014.  
 By Commission expires October 8, 2019



  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** 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 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: FLOOR SOLUTIONS, INC.

Authorized Signature: *Greg Davis* Date: November 25, 2014

State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 25 day of November, 2014.

My Commission expires October 8, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

*Jenna D. Cole*

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV023546

**Classification:**

SPECIALTY

LVALETTE CARPET CENTER INC  
DBA LVALETTE CARPET & TILE CENTER  
4681 ROUTE 152  
LVALETTE, WV 25535-9702

**Date Issued**

**Expiration Date**

NOVEMBER 21, 2014

NOVEMBER 21, 2015

*Chandra Loublier*  
Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2014

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<b>PRODUCER</b> City Insurance Professionals P. O. Box 1126  Charleston WV 25324		<b>CONTACT NAME:</b> Bobby Pauley <b>PHONE (A/C, No, Ext):</b> (304) 926-7405 <b>FAX (A/C, No):</b> (304) 926-7439 <b>E-MAIL ADDRESS:</b> Bobby.Pauley@cityinsure.org	
<b>INSURED</b> Lavalette Carpet Center Inc 4681 Rt. 152  Lavalette WV 25535		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: AmTrust North America NAIC # 15954 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 4/16/14 - 15 WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WVC3083767	4/16/2014	4/16/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  kerri.schwenk@shawinc.com  Marshall University 1 John Marshall Way Huntington, WV 25755	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Bobby Pauley/BRP <i>Bobby R. Pauley</i>
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# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 11/26/14
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Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY LIPSCOMB TOMBLIN INS AGENCY 5199C YEICH AVE HUNTINGTON, WV 25705-3201  (304)736-0810	AGENT'S NO. EE1234	<b>COMPANIES AFFORDING COVERAGE</b> Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) ERIE Indemnity Co., Attorney-in-Fact In NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED  LAVALETTE CARPET CENTER INC 4681 ROUTE 152 LAVALETTE, WV 25535-9702	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.				
CO. ACQ'D OR INS'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
D	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q97 0107275	1/11/14	1/11/15
LIMITS				
		EACH OCCURRENCE	\$	1,000,000
		FIRE DAMAGE (Any One Fire)	\$	50,000
		MED EXP (Any One Person)	\$	5,000
		PERSONAL & ADV. INJURY	\$	1,000,000
		GENERAL AGGREGATE	\$	2,000,000
		PRODUCTS-COMP/OP AGG	\$	2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE			
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$			
	<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>			
	<b>OTHER</b>			
STATUTORY				
		BODILY INJURY BY	ACCIDENT \$	EACH ACCIDENT
			DISEASE \$	POLICY LIMIT
			DISEASE \$	EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER MARSHALL UNIVERSITY 1 JOHN MARSHALL WAY HUNTINGTON, WV 25755	AUTHORIZED REPRESENTATIVE  
--	-----------------------------------



RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Lavalette Carpet Center, Inc.

Authorized Signature: *Chauder Tomlin* Date: 12-3-14

State of WV

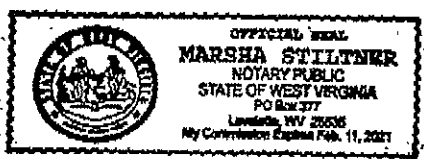
County of Wayne to-wit:

Taken, subscribed, and sworn to before me this 3 day of December, 2014

My Commission expires Feb. 11, 2021

AFFIX SEAL HERE

NOTARY PUBLIC *Marsha Stilltner*  
*Purchasing Affidavit (Revised 07/01/2012)*



WV-73  
Rev. 08/2013



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

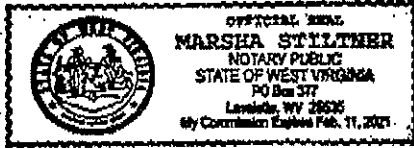
STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Chandra Tomblin, after being first duly sworn, depose and state as follows:

- I am an employee of Lavalette Carpet Center, Inc; and,  
(Company Name)
- I do hereby attest that Lavalette Carpet Center, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.



By: Chandra Tomblin  
Title: president/installer  
Company Name: Lavalette Carpet Center, Inc.  
Date: 12-3-14

Taken, subscribed and sworn to before me this 3 day of December 2014.  
By Commission expires Feb. 11, 2021

(Seal)

Marsha Stiltnier  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

WV-73  
Rev. 08/2013



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Phillip Tomblin, after being first duly sworn, depose and state as follows:

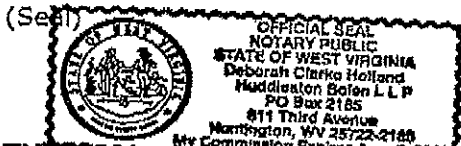
- I am an employee of Lavalette Carpet Center, Inc; and,  
(Company Name)
- I do hereby attest that Lavalette Carpet Center, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: *Phillip Tomblin*  
Title: secretary/installer  
Company Name: Lavalette Carpet Center, Inc.  
Date: 12-4-14

Taken, subscribed and sworn to before me this 4th day of December, 2014.  
By Commission expires August 5, 2023



*Deborah Clarka Holland*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

WV-73  
Rev. 08/2013



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Jeff Adkins, after being first duly sworn, depose and state as follows:

- I am an employee of Lavalette Carpet Center, Inc; and,  
(Company Name)
- I do hereby attest that Lavalette Carpet Center, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: *Jeff Adkins*  
 Title: installer  
 Company Name: Lavalette Carpet Center, Inc.  
 Date: 12/2/14

Taken, subscribed and sworn to before me this 2 day of Dec., 2014.

By Commission expires 12/4/2015  
 OFFICIAL SEAL  
 NOTARY PUBLIC  
 STATE OF WEST VIRGINIA  
 Claudia M. Pancake  
 St. Mary's Medical Center  
 2900 First Avenue  
 Huntington, WV 25702  
 My Commission Expires Oct. 4, 2021

*Claudia M. Pancake*  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

WV-73  
Rev. 08/2013



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Matthew Wolfe, after being first duly sworn, depose and state as follows:

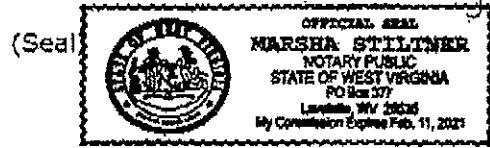
- 1. I am an employee of Lavalette Carpet Center, Inc; and,  
(Company Name)
- 2. I do hereby attest that Lavalette Carpet Center, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

By: Matthew Wolfe  
 Title: installer assistant  
 Company Name: Lavalette Carpet Center, Inc.  
 Date: 12-3-14

Taken, subscribed and sworn to before me this 3 day of December, 2014.  
 By Commission expires Feb 11 2021



Marsha Stillner  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



WV-73  
Rev. 08/2013



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Wayne, TO-WIT:

I, Carly Wolfe, after being first duly sworn, depose and state as follows:

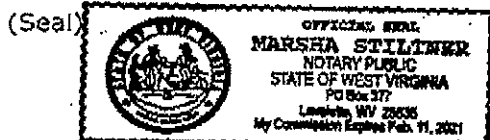
- I am an employee of Lavalette Carpet Center, Inc; and,  
(Company Name)
- I do hereby attest that Lavalette Carpet Center, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

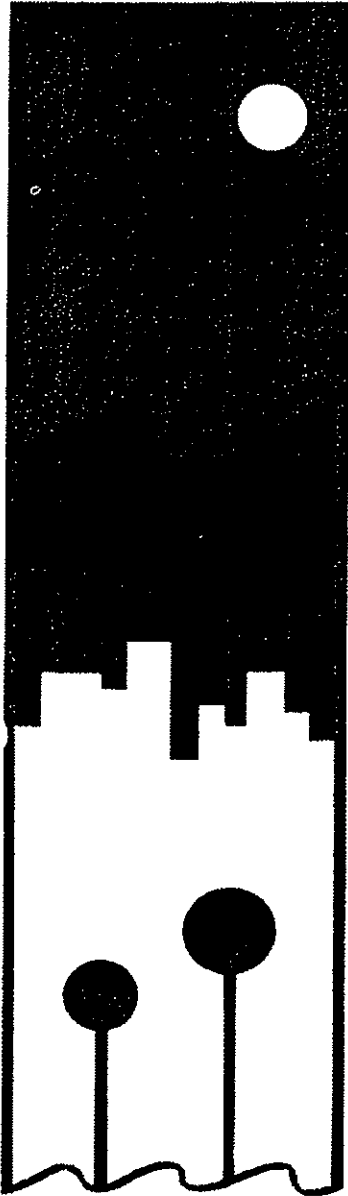
By: Carly Wolfe  
 Title: installer assistant  
 Company Name: Lavalette Carpet Center, Inc.  
 Date: 12-3-14

Taken, subscribed and sworn to before me this 3 day of December, 2014.  
 By Commission expires Feb. 11, 2021



Marsha Stilliner  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV013336

**Classification:**  
SPECIALTY

FABRIC TOWN INC  
DBA FABRIC TOWN INC  
5615 TAYLOR ROAD  
HUNTINGTON, WV 25705-3431

**Date Issued**

FEBRUARY 11, 2014

*[Handwritten Signature]*  
Authorized Company Signature

**Expiration Date**

FEBRUARY 11, 2015

*[Handwritten Signature: Michael A. Carl]*  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by license. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)  
12/10/14

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

<b>NAME AND ADDRESS OF AGENCY</b> GESNER INSURANCE AGENCY INC 526 6TH AVE HUNTINGTON, WV 25701-1912  (304)525-6500	<b>AGENT'S NO.</b> BE1354	<b>COMPANY(IES) AFFORDING COVERAGE</b> Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact (In NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
<b>NAME AND ADDRESS OF NAMED INSURED</b>  Fabric Town Interiors dba Fabric Town Inc. 5615 Taylor Road Huntington, WV 25705		This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO. Aff'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q46 6550143	10/15/14	10/15/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
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GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 2,000,000																
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q10 6540019	10/15/14	10/15/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE (COMBINED)</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE (COMBINED)	\$ 1,000,000				
BODILY INJURY (EACH PERSON)	\$																
BODILY INJURY (EACH ACCIDENT)	\$																
PROPERTY DAMAGE	\$																
BODILY INJURY AND PROPERTY DAMAGE (COMBINED)	\$ 1,000,000																
D	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$	Q34 6570058	10/15/14	10/15/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$				
EACH OCCURRENCE	\$ 1,000,000																
AGGREGATE	\$ 1,000,000																
	\$																
	\$																
G	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q89 7400190	5/24/14	5/24/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td>BODILY INJURY BY ACCIDENT</td><td style="text-align: right;">\$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td>DISEASE</td><td style="text-align: right;">\$ 1,000,000 POLICY LIMIT</td></tr> <tr><td>DISEASE</td><td style="text-align: right;">\$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY ACCIDENT	\$ 1,000,000 EACH ACCIDENT	DISEASE	\$ 1,000,000 POLICY LIMIT	DISEASE	\$ 1,000,000 EACH EMPLOYEE				
STATUTORY																	
BODILY INJURY BY ACCIDENT	\$ 1,000,000 EACH ACCIDENT																
DISEASE	\$ 1,000,000 POLICY LIMIT																
DISEASE	\$ 1,000,000 EACH EMPLOYEE																
	OTHER																

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

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

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

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER</b> Marshall University 400 Hal Greer Blvd Huntington, WV 25702	<b>AUTHORIZED REPRESENTATIVE</b> 
--	--------------------------------------

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Fabric Town Interiors, Inc.

Authorized Signature: *Randall E. Dunfee* Date: December 2, 2014

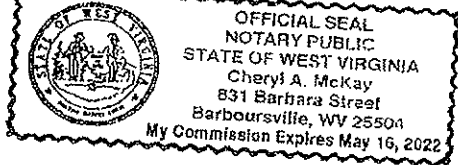
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>nd</sup> day of December, 2014

My Commission expires May 16, 2022

AFFIX SEAL HERE



NOTARY PUBLIC *Cheryl A. McKay*

*Purchasing Affidavit (Revised 07/01/2012)*

WV-73  
Rev. 08/2013



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,  
COUNTY OF Cabell, TO-WIT:**

I, Randall Dunfee, after being first duly sworn, depose and state as follows:

1. I am an employee of Fabric Town Interiors, Inc.; and,  
(Company Name)
2. I do hereby attest that Fabric Town Interiors, Inc.  
(Company Name)

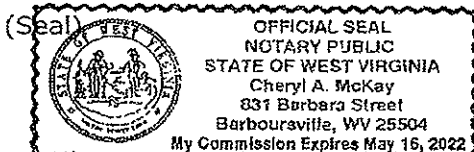
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: *Randall E. Dunfee*  
 Title: President  
 Company Name: Fabric Town Interiors, Inc.  
 Date: December 2, 2014

Taken, subscribed and sworn to before me this 2nd day of December, 2014.

By Commission expires May 16, 2022



*Cheryl A McKay*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**





**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01A**  
 INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, USED WITH ITS PERMISSION  
**INFORMATION PAGE**

PRIOR POLICY NUMBER - NONE

Agent	Insurance is Provided By	Policy Number	BRANCH CODE
EE1354 GESNER INS AGENCY INC	FLAGSHIP CITY INS CO	35947	Q89 7400190

**ITEM 1. Named Insured and Address**

FABRIC TOWN INC  
 5615 TAYLOR RD  
 HUNTINGTON WV 25705-3431

AMENDMENT 01 \*\*\* EFFECTIVE 07/16/14 \*\*\* ATTACH THIS TO YOUR POLICY  
 REASON FOR AMENDMENT- ADDED WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT  
 CORPORATION CABELL CO  
 OTHER WORKPLACES NOT SHOWN ABOVE - AS SCHEDULED FED ID # 55-0534247

ITEM 2. THE POLICY PERIOD IS FROM 05/24/14 TO 05/24/15 AT THE INSURED'S MAILING ADDRESS.

ITEM 3.A. WORKERS COMPENSATION INSURANCE- PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE- WV.

ITEM 3.B. EMPLOYERS LIABILITY INSURANCE- PART TWO OF THE POLICY APPLIES TO WORKERS COMPENSATION IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE-  
 BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT  
 BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT  
 BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE

ITEM 3.C. OTHER STATES INSURANCE- PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE- ALL STATES EXCEPT ND, OH, WA, WY, STATES DESIGNATED IN ITEM 3.A.,

ITEM 3.D. SEE ATTACHED ENDORSEMENT SCHEDULE

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

	SEE ATTACHED SCHEDULE OF OPERATIONS	2,042
9812	PREMIUM FOR INCREASED COV TWO LIMITS .0140	24
9848	AMT FOR INCREASED COV TWO MIN PREMIUM	126
	EXPENSE CONSTANT	0
	TOTAL ESTIMATED ANNUAL PREMIUM	\$2,192
	WV REGULATORY SURCHARGE 5.00%	\$91
	WV DEFICIT REDUCTION SURCHARGE 9.00%	\$164
	WV FIRE AND CASUALTY SURCHARGE 0.55%	\$2
	DEPOSIT PREMIUM	\$2,449
	CHANGE IN PREMIUM FOR REMAINDER OF POLICY PERIOD	\$114.00
	MINIMUM PREMIUM \$503	

RETURNED PAYMENT FEES WILL BE ADDED TO YOUR ACCOUNT.



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01A**  
 INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, USED WITH ITS PERMISSION  
**INFORMATION PAGE**

PRIOR POLICY NUMBER - NONE

Agent	Insurance Is Provided By	Policy Number	BRANCH CODE
EE1354 GESNER INS AGENCY INC	FLAGSHIP CITY INS CO	35947	Q89 7400190

**ITEM 1. Named Insured and Address**

FABRIC TOWN INC  
 5615 TAYLOR RD  
 HUNTINGTON WV 25705-3431

**\*\* MISCELLANEOUS INFORMATION PAGE SCHEDULE \*\***

**ENDORSEMENT 308**

THE FOLLOWING IS USED WITH WC000308 -  
 OFFICERS - RANDALL DUNFEE  
 DEBBIE DUNFEE  
 RENE DUNFEE VAUGHN

**ENDORSEMENT 313**

THE FOLLOWING IS USED WITH WC000313 -  
 NAMED THIRD PARTY - SHAW INTEGRATED SOLUTIONS D/B/A  
 SHAW INTEGRATED SOLUTIONS  
 NAMED THIRD PARTY - MAIL DROP: OWE-01  
 616 DUVALL RD  
 CHATWORTH GA 30705



ERIE INSURANCE GROUP

WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

(Please see the Miscellaneous Information Page for Schedule.)

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FILED

WEST VIRGINIA DIVISION OF LABOR  
Building Construction Wage Rates

2014 JAN -3 P 1:10

Cabell County  
2014

OFFICE WEST VIRGINIA  
SECRETARY

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS & LEAD ABATEMENT WORKER	21.60	11.62
ASBESTOS/FIRE STOP TECHNICIAN	31.04	18.49
BOILERMAKER	37.38	22.67
BRICKLAYER	29.31	21.00
BRICKLAYER - POINTER\CAULKER\CLEANER	29.31	21.00
CARPENTER	28.85	18.73
CARPET LAYER	28.85	18.73
CEMENT MASON	30.37	17.69
DRYWALL HANGER	28.85	18.73
ELECTRICIAN	32.22	21.09
ELEVATOR HELPER	28.85	25.49
ELEVATOR MECHANIC	41.22	25.49
GLAZIER	29.50	7.85
INSULATOR	31.04	18.49
IRON WORKER ERECTOR *	31.24	20.80
IRON WORKER FENCE ERECTOR *	31.24	20.80
IRON WORKER JOURNEYMAN *	31.24	20.80
IRON WORKER REINFORCING *	31.24	20.80
IRON WORKER STRUCTURAL *	31.24	20.80
LABORER CLASS I *	24.97	14.78
LABORER CLASS II *	24.97	14.78
LABORER CLASS III *	24.97	14.78
LATHER	28.85	18.73
MARBLE FINISHER	24.47	21.00
MARBLE SETTER	29.31	21.00
MILLWRIGHT	32.59	17.72
OPERATING ENGINEER I *	34.76	18.83
OPERATING ENGINEER II *	34.41	18.83
OPERATING ENGINEER III *	33.41	18.83
OPERATING ENGINEER IV *	22.91	18.83
PAINTER	25.46	13.97
PILEDRIVER	29.27	18.73
PLASTERER	30.00	15.77
PLUMBER/FITTER	31.10	20.73
ROOFER\HEATED COAL TAR PRODUCTS	27.75	11.93
ROOFER\WATER DAMP PROOFER	27.75	11.93
SHEET METAL WORKER	27.04	21.58
SOFT FLOOR LAYER	28.85	18.73
SPRINKLER FITTER	30.77	18.62
STONE MASON	29.31	21.00
TEAMSTER A	33.65	14.64
TEAMSTER B	34.25	14.64
TEAMSTER C	35.71	14.64
TEAMSTER D	34.36	14.64
TEAMSTER E	34.44	14.64

+ = 47.58

## APPRENTICE SCHEDULE

Cabell County  
2014

CRAFT	INTERVAL	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
ASBESTOS/FIRE STOP	Yearly	50	60	70	80						
BOILERMAKER	6 months	70	75	80	85	87.5	90	92.5	95		
BRICKLAYER	1000 hrs	50	60	70	80	90	90				
CARPENTER	Percent	60	70	80	90						
CEMENT MASON	500 hrs	60	65	70	75	80	85	90			
ELECTRICIAN **	Percent	45	50	50	55	60	65	70	75	80	85
ELECTRICIAN	Hours to	1000	2000	2750	3500	4250	5000	5750	6500	7250	8000
ELEVATOR MECHANIC	Yearly	50	55	65	70	80					
GLAZIER **	1000 hrs	50	55	60	70	80	90				
INSULATOR	Yearly	50	60	70	80						
IRONWORKER	6 months	50	60	65	70	75	80	85	90		
LABORER	1000 hrs	60	70	80	90						
MARBLE SETTER	1000 hrs	50	60	70	80	90	90				
MILLWRIGHT	6 months	60	65	70	75	80	85	90	95		
OPERATING ENGINEER	Yearly	75	80	85							
PAINTER **	1000 hrs	50	55	60	70	80	90				
PILEDRIVER	Percent	60	70	80	90						
PLASTERER	500 hrs	50	50	55	60	65	70	75	80	85	90
PLUMBER & FITTER	Yearly	40	50	60	70	80					
ROOFER **	1000 hrs	50	65	70	75	80	90				
SHEET METAL WKR. **	Yearly	50	60	70	80						
SPRINKLER FITTER **	6 months	50	50	55	60	65	70	75	80	85	90
STONE MASON	1000 hrs	50	60	70	80	90	90				
TERRAZZO SETTER	1000 hrs	50	60	70	80	90	90				
TILE SETTER	1000 hrs	50	60	70	80	90	90				

\*\* For appropriate apprentice fringe rates, see Apprentice Fringe Rate Sheets

NOTE: For Carpet Layer, Drywall Hanger, Soft Floor Layer and Lather use Carpenter Schedule

APPRENTICE RATIO: Contact Federal Bureau of Apprenticeship and Training at (304) 347-5794.

etc., where of wood or other material, covered with kalamien, plastic, or metal. The making, fitting, and hanging of fly screens for doors, windows, and other openings. The installation of wood and metal doors, rollup garage doors, overhead doors, or rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors. The construction, maintenance, alteration, monitoring, and dismantling, of clean rooms, dust/particle barriers, or other structures for similar purposes. The installation of access flooring, computer floors, and raised or elevated floors. The installation of modular headwall units, laboratory casework and tops, fume hoods, and all other work established by custom and usage as belonging to this classification. All welding, cutting, and burning associated with work within the Carpenter classification.

**Carpet Layer:** Custom and usage have established this classification as a sub classification of the carpenter craft. The work of this classification includes the laying of all soft floor coverings regardless of composition and the gluing, cutting, fitting, scribing, stretching, bonding, joining, sewing and all other work preliminary and postliminary incidental to that work. Carpenter and Carpet Layer wage rates and apprenticeship requirements are the same.

**Cement Mason:** This classification applies to workers who perform work on concrete where finishing tools are used. That work includes: the setting of screeds, the rodding (the application of re-bar, and reinforcing wire in Building Construction only), shaping, smoothing and finishing of surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps and stairways. The finishing of extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds and straightedge. The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound preparatory to sacking. The rubbing, chipping and bush-hammering of all concrete foundations, floors, walls, sidewalks, curbs, steps and stairways constructed of concrete. The grouting and dry packing of all equipment, machinery, columns, light posts and fixtures when trowel trade tools are used. The caulking of expansion joint materials and control joints when sawed or hand tooled with regard to all concrete flat work including concrete floors, driveways and sidewalks. The molding of expansion joints and edges, using edging tools, jointers and straightedge. The application of penetrating sealer and primer protective coatings to concrete floors and steps when that application is part of the finishing process. The installation of seamless composition floors and the installation and finishing of epoxy-based coatings or polyester-based lining to all surfaces, when the coatings or linings are applied by spraying or troweling. The sandblasting or water blasting for architectural finish or for the preparation of patching. The cutting of joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, curbs and gutters contiguous to buildings. The setting of concrete curb, gutter and sidewalk forms one (1) board high up to twelve inches (12") and all other work established by custom and usage as belonging to this classification.



# Shopping Cart

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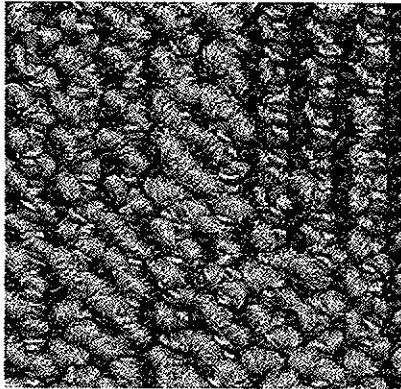
[Checkout](#)

Notes	<u>NSN/Part #</u>	<u>Name</u>	<u>Vendor</u>	<u>Details</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
	<u>54436</u>	54436, AREA (24" X 24"), CARPET TILE, J0115,	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$19.37 EA <a href="#">reduce price</a>	\$19.37
	<u>J0115</u>	J0115, CHAIN REACTION (24" X 24"), CAR	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$19.56 EA <a href="#">reduce price</a>	\$19.56
	<u>54435</u>	54435, RANGE (24" X 24"), CARPET TILE, J0116,	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$19.46 EA <a href="#">reduce price</a>	\$19.46
	<u>J0116</u>	J0116, RIPPLE EFFECT (24" X 24"), CARP	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$20.04 EA <a href="#">reduce price</a>	\$20.04
	<u>54437</u>	54437, ROWS (24" X 24"), CARPET TILE,	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$19.35 EA <a href="#">reduce price</a>	\$19.35
	<u>5423V</u>	5423V, CONNECTION 4", VINYL PLANK	SHAW INDUSTRIES, INC.	Direct Delivery 54 days delivered ARO	1	\$2.43 EA <a href="#">reduce price</a>	\$2.43
	<u>5425V</u>	5425V, PERSONALITY 12M,	SHAW INDUSTRIES, INC.	Direct Delivery 54	1	\$1.40 EA <a href="#">reduce price</a>	\$1.40

## Shopping Cart

	<b>VINYL PLANK</b>		days deliver ed ARO			
<u>5403V</u>	<b>5403V, SOLACE, RESILIENT, HARD SURFACES</b>	SHAW INDUSTRIE S, INC.	<u>Direct Delivery</u> 54 days deliver ed ARO	<input type="checkbox"/> 1	\$18.30 <u>EA</u> <u>reduce</u> <u>price</u>	\$18.30
<u>5100</u>	<b>5100, PRESSURE SENSITIVE ADHESIVE</b>	SHAW INDUSTRIE S, INC.	<u>Direct Delivery</u> 14 days deliver ed ARO	<input type="checkbox"/> 1	\$66.12 <u>EA</u> <u>reduce</u> <u>price</u>	\$66.12
<u>1000</u>	<b>1000, MULTI PURPOSE ADHESIVE</b>	SHAW INDUSTRIE S, INC.	<u>Direct Delivery</u> 14 days deliver ed ARO	<input type="checkbox"/> 1	\$33.21 <u>EA</u> <u>reduce</u> <u>price</u>	\$33.21
<u>4000</u>	<b>4000, BROADLOO M SEAM SEALER</b>	SHAW INDUSTRIE S, INC.	<u>Direct Delivery</u> 14 days deliver ed ARO	<input type="checkbox"/> 1	\$9.54 <u>EA</u> <u>reduce</u> <u>price</u>	\$9.54
<u>4100A</u> (212VS)	<b>4100A, ADHESIVE LG, 4100 4 GAL</b>	SHAW INDUSTRIE S, INC.	<u>Direct Delivery</u> 14 days deliver ed ARO	<input type="checkbox"/> 1	\$113.77 <u>EA</u> <u>reduce</u> <u>price</u>	\$113.77

## Shopping Cart



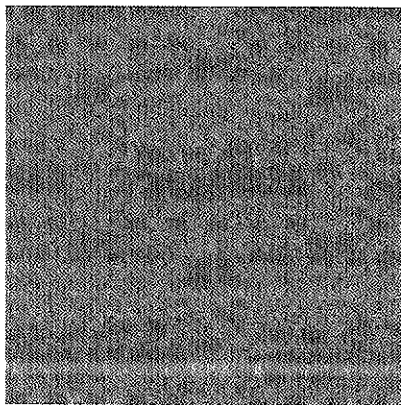
[Enlarge/More Views >>](#)

**\$19.37 EA**

sold and shipped by  
**SHAW INDUSTRIES, INC.**

### 54436, AREA (24" X 24"), CARPET TILE,

<b>Mfr Part No.:</b>	54436	<b>Desc</b>
<b>Contractor Part No.:</b>	54436	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	54436, Area (24" X 24"),
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	Carpet Tile, NSF140
<b>MAS Schedule/SIN:</b>	72/31 303	Platinum, Cradle to Cradle, 19 OZ,
<b>Warranty:</b>	STANDARD WARRANTY	ECOWORX, 100% ECO SOLUTION Q SDN,
<b>Made In:</b>	UNITED STATES OF AMERICA	Graphic Loop, 1/8 GAUGE, 5182
<b>Weight:</b>	1.000 LB	DENSITY



[Enlarge/More Views >>](#)

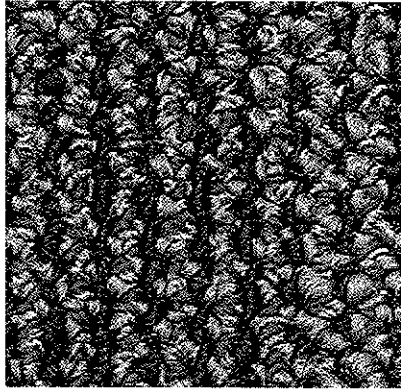
**\$19.56 EA**

sold and shipped by  
**SHAW INDUSTRIES, INC.**

### J0115, CHAIN REACTION (24" X 24"), CAR

<b>Mfr Part No.:</b>	J0115	<b>Desc</b>
<b>Contractor Part No.:</b>	J0115	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	J0115, Chain Reaction
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	(24" X 24"), Carpet Tile,
<b>MAS Schedule/SIN:</b>	72/31 303	NSF140 Platinum,
<b>Warranty:</b>	STANDARD WARRANTY	Cradle to Cradle, 22 OZ,
<b>Made In:</b>	UNITED STATES OF AMERICA	ECOWORX, 100% ECO SOLUTION Q SDN,
<b>Weight:</b>	1.000 LB	Graphic Loop, 1/10 GAUGE, 5500
		DENSITY

## Shopping Cart

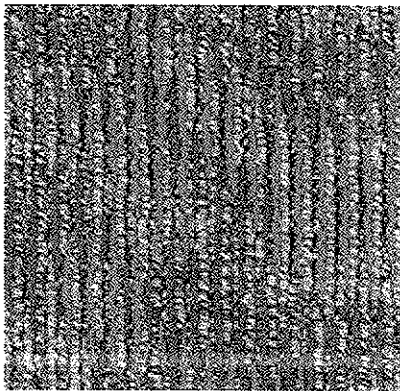


[Enlarge/More Views >>](#)

**\$19.46 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

### 54435, RANGE (24" X 24"), CARPET TILE,

<b>Mfr Part No.:</b>	54435	<b>Desc</b>
<b>Contractor Part No.:</b>	54435	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	54435, Range (24" X 24"), Carpet Tile,
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	NSF140 Platinum, Cradle to Cradle, 19 OZ, ECOWORX, 100% ECO SOLUTION Q SDN, Graphic Loop, 1/8 GAUGE, 5302 DENSITY
<b>MAS Schedule/SIN:</b>	72/31 303	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	



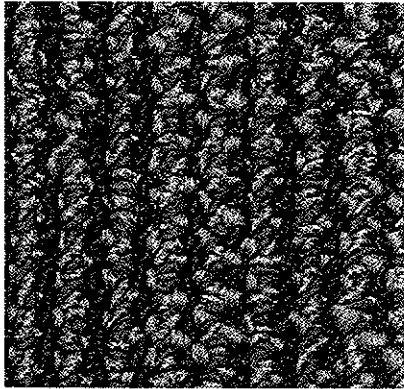
[Enlarge/More Views >>](#)

**\$20.04 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

### J0116, RIPPLE EFFECT (24" X 24"), CARP

<b>Mfr Part No.:</b>	J0116	<b>Desc</b>
<b>Contractor Part No.:</b>	J0116	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	J0116, Ripple Effect (24" X 24"), Carpet Tile,
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	NSF140 Platinum, Cradle to Cradle, 22 OZ, ECOWORX, 100% ECO SOLUTION Q SDN, Graphic Loop, 1/10 GAUGE, 5500 DENSITY
<b>MAS Schedule/SIN:</b>	72/31 303	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	

## Shopping Cart



[Enlarge/More Views >>](#)

**\$19.35 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

### 54437, ROWS (24" X 24"), CARPET TILE,

<b>Mfr Part No.:</b>	54437	<b>Desc</b>
<b>Contractor Part No.:</b>	54437	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	54437, Rows (24" X
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	24"), Carpet Tile,
<b>MAS Schedule/SIN:</b>	72/31 303	NSF140 Platinum,
<b>Warranty:</b>	STANDARD WARRANTY	Cradle to Cradle, 19 OZ,
<b>Made In:</b>	UNITED STATES OF AMERICA	ECOWORX, 100% ECO
<b>Weight:</b>	1.000 LB	SOLUTION Q SDN,
		Graphic Loop, 1/8
		GAUGE, 6000
		DENSITY

### 5423V, CONNECTION 4", VINYL PLANK

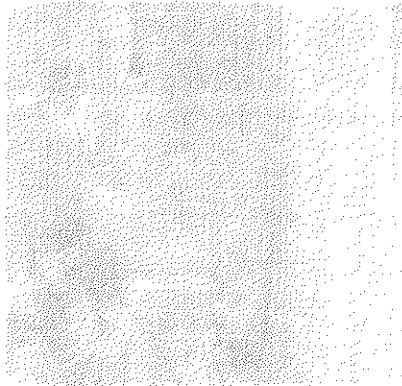


[Enlarge/More Views >>](#)

**\$2.43 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

<b>Mfr Part No.:</b>	5423V	<b>Desc</b>
<b>Contractor Part No.:</b>	5423V	
<b>Manufacturer:</b>	SHAW	
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	
<b>MAS Schedule/SIN:</b>	72/31 401	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	

## Shopping Cart




[Enlarge/More Views >>](#)

**\$1.40 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

### 5425V, PERSONALITY 12M, VINYL PLANK

<b>Mfr Part No.:</b>	5425V	<b>Desc</b>
<b>Contractor Part No.:</b>	5425V	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	5425V,
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	Personality 12m, Vinyl Plank
<b>MAS Schedule/SIN:</b>	72/31 401	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	

 Disaster Recovery Purchasing items

### 5403V, SOLACE, RESILIENT, HARD SURFACES

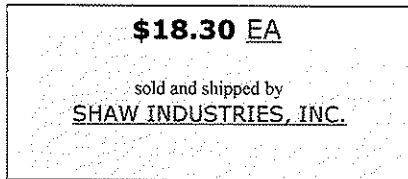


[Enlarge/More Views >>](#)

<b>Mfr Part No.:</b>	5403V	<b>Desc</b>
<b>Contractor Part No.:</b>	5403V	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	5403V,
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	Solace, Resilient, Hard Surfaces
<b>MAS Schedule/SIN:</b>	72/31 402	
<b>Warranty:</b>	STANDARD WARRANTY	



## Shopping Cart

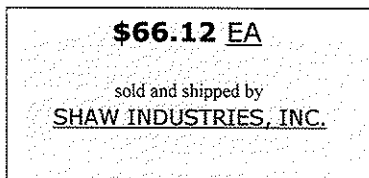


**Made In:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB

**DISAST**  
**RECOV** Disaster Recovery Purchasing items

### 5100, PRESSURE SENSITIVE ADHESIVE

No image available at this time



<b>Mfr Part No.:</b>	5100	<b>Desc</b>
<b>Contractor Part No.:</b>	5100	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	5100, Pressure Sensitive Adhesive
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	
<b>MAS Schedule/SIN:</b>	72/31 604	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	

## Shopping Cart

### 1000, MULTI PURPOSE ADHESIVE

No image available  
at this time

**\$33.21 EA**  
sold and shipped by  
**SHAW INDUSTRIES, INC.**

<b>Mfr Part No.:</b>	1000	<b>Desc</b>
<b>Contractor Part No.:</b>	1000	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	1000, Multi Purpose Adhesive
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	
<b>MAS Schedule/SIN:</b>	72/31 604	
<b>Warranty:</b>	STANDARD WARRANTY	
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Weight:</b>	1.000 LB	

**DISAST**  
**REC OV** Disaster Recovery  
Purchasing items

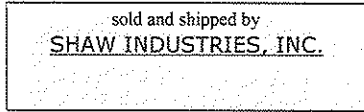
### 4000, BROADLOOM SEAM SEALER

No image available  
at this time

**\$9.54 EA**

<b>Mfr Part No.:</b>	4000	<b>Desc</b>
<b>Contractor Part No.:</b>	4000	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	4000, Broadloom Seam Sealer
<b>Contract No.:</b>	GS-03F-049AA (ends: Mar 14, 2018)	
<b>MAS Schedule/SIN:</b>	72/31 604	

## Shopping Cart

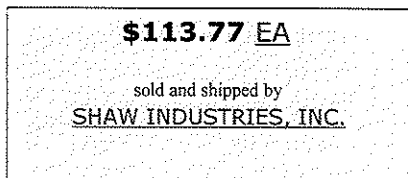


**Warranty:** STANDARD WARRANTY  
**Made In:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB

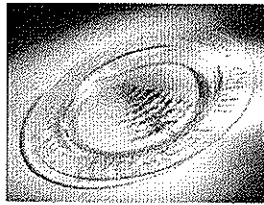
### 4100A, ADHESIVE LG, 4100 4 GAL

No image available at this time

<b>Mfr Part No.:</b>	4100A	<b>Desc</b>
<b>Contractor Part No.:</b>	4100A	1L X 1W (IN),
<b>Manufacturer:</b>	SHAW	4100A,
<b>Contract No.:</b>	GS-03F-049AA (ends : Mar 14, 2018)	Adhesiv e LG, 4100 4 Gal
<b>MAS Schedule/SIN:</b>	72/31 604	



**Warranty:** STANDARD WARRANTY  
**Made In:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB



**2010 Evergreen Award Winner**

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price list  
Contract End Date: March 14, 2018  
Current as of Mod #: PA0008**

**HOUSEHOLD AND COMMERCIAL FURNISHINGS: CARPET, CARPET TILE, CARPET CUSHION  
FSC 72 FSC CLASS 7220**

**WEBSITE:** [www.shawcontractgroup.com](http://www.shawcontractgroup.com), [www.patcraft.com](http://www.patcraft.com), [www.phillyqueencommercial.com](http://www.phillyqueencommercial.com)

**CONTRACT NUMBER:** GS-03F-049AA **CONTRACT PERIOD:** 3/15/13 to 3/14/18 **IT Registered CCR/ SAM Registered**  
**FEDERAL TAX ID#** 35-2162582 **CAGE CODE#** 4BU82 **DUNNS #** 78-637-1393 **BUSINESS SIZE :** Large

<b>CONTRACTOR: Shaw Industries, Inc.</b>	<b>VP Business Development:</b>	<b>VP Government Sales:</b>	<b>Contract Administration:</b>
616 East Walnut Ave.	Steve DeCarlo	Nick Peters	Randa Thayer
Dalton Ga. 30721	616 East Walnut Ave.	770 Joe Frank Harris Pkwy	770 Joe Frank Harris Pkwy
Phone: 800-356-7429	Dalton Ga. 30721	Cartersville GA 30120	Cartersville, GA 30120
Fax: 800-421-7429	Phone: 706-275-1217	Phone: 202-315-8162	Phone: 770-387-8247
	Fax: 706-275-1865	Fax: 770-387-8217	Fax: 770-387-8217

**INFORMATION FOR ORDERING SIZE:**

- 1a. **Awarded special item number:**

<b>31-301</b> Broadloom Carpet and 6'	<b>31-303</b> Carpet Tile
<b>31-304</b> Special Use Carpet	<b>31-401</b> Resilient (hard surface) tile
<b>31-402</b> Resilient (hard surface) sheet flooring	
<b>31-601</b> Recycled Content	<b>31-604</b> Ancillary Supplies and Services
<b>31-999</b> New Introduction of Products	
- 1b. **Lowest price for:**

<b>SIN 31-301</b> Franchise - \$9.90	<b>SIN 31-303</b> - Vim (24"x24") - \$15.90
<b>SIN 31-304</b> Potential III 26 - \$9.51	<b>SIN 31-401</b> - Native Origins - \$1.33
<b>SIN 31-402</b> - Solace - \$18.30	<b>SIN 31-601</b> Interplay TLK - \$8.99
<b>SIN 31-604</b> Ancillary Supplies and Services	<b>SIN 31-999</b> Military Housing 34 - \$7.82
2. **Maximum order limitation** -

<b>SIN 31-301</b> - \$500,000	<b>SIN 31-303</b> - \$500,000
<b>SIN 31-304</b> - \$500,000	<b>SIN 31-401</b> - \$500,000
<b>SIN 31-402</b> - \$500,000	<b>SIN 31-601</b> - \$500,000
<b>SIN 31-604</b> - \$150,000	<b>SIN 31-999</b> - \$500,000
3. **Minimum order** - \$ 100
4. **Geographic Coverage** - 48 contiguous states, Washington D.C, Alaska, Hawaii, Puerto Rico, and US territories
5. **Point of production:**

Shaw Industries, Inc.
616 E Walnut Ave
Dalton GA 30721
Whitfield County
6. **Statement of Price:** Net GSA pricing is listed in the pricing tables below
7. **Quantity discounts** - For Carpet Only, there is an additional discount for single orders \$50,001 - \$150,000 and \$150,001 and greater
8. **Payment terms** - 0%, Net 30 Days ARO     **9a.** Government credit cards: yes, VISA / MASTER CARD
10. **Foreign items** -None     **11a.** Time of Delivery - 14-56 Days ARO
- 11b. **Expedited Delivery** - Available, please contact Shaw Industries for details.

11c. Overnight Del. – Products may be available for urgent delivery. Urgent delivery is negotiated between contractor and ordering agency

11d. Urgent Requirements- Products may be available for urgent delivery. Urgent delivery time is negotiated between contractor and ordering agency.

12. F.O.B. Point - Destination -USA (Additional Freight to Alaska and Hawaii)

13a. Ordering Address: Shaw Industries, Inc.  
P. O. Box 429 Phone: 800-356-7429  
Cartersville, GA. 30120 Fax: 800-421-7429  
Attn: GSA Customer Service

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

14. Payment Address: Shaw Industries, Inc. Correspondence Address: Shaw Industries, Inc.  
P.O. Box 630862 616 East Walnut Ave.  
Cincinnati, Oh 45263-0862 Dalton, Ga. 30721  
Attn: GSA

15. Warranty Provision: Shaw Industries, Inc. warrants from manufacturing defects for a period of 10 years, its carpet when installed and maintained in accordance with Shaw Industries' recommended installation and maintenance methods, subject to the following limitations: the warranty does not cover tears, burns, pulls, cuts or damage due to excessive pivoting; or other damage due to improper use, the application of improper cleaning agents or maintenance methods, or carpet installed on stairs. The warranty does not cover or imply protection against matting, pilling, color change or other characteristics of aesthetics or appearance retention.

16. Export Packing - none 17. Minimum purchase \$100 (Visa / Discover/Master card)

18. Recommended maintenance and cleaning procedures - 800-441-7429

19. Recommended Installation methods - 800-471-7429 20. Repair Parts - N/A

20a. Please contact Shaw Industries at 800-356-7429

21. Distribution Points: Shaw Industries, Inc. Shaw Industries, Inc.  
DC South Plant 15 X  
Dug Gap Rd. Hwy. 411 SW  
Dalton, GA. 30722 Cartersville, GA. 30120

22. Participating Dealers – N/A 23. Preventive Maintenance - 800-441-7429

24a. Shaw Industries is the world's largest carpet manufacturer, with products including rugs, hardwood, laminate and ceramic tile for residential and commercial applications. Shaw is an expert in numerous market segments with products positioned specifically for unique environments. A recognized leader in environmental stewardship, Shaw has implemented hundreds of sustainability initiatives and cradle-to-cradle design solutions, collectively termed the Shaw Green Edge™.

Through a closed-loop cycle, our carpet products are completely recyclable. It's a revolutionary design process that mimics nature, with carpet designed to be remade into carpet, preventing landfill waste. That's cradle-to-cradle design.

Our carpet's main components, Eco Solution Q nylon and EcoWorx backing, are completely recyclable into new carpet. This returns post consumer materials back to Shaw, in the process preserving raw materials and keeping carpet from landfills. Not only have we designed our carpet to be recycled, we've also developed a collections network, established an international environmental guarantee to recycle all EcoWorx products at no charge, and implemented processes to recycle nylon through our Evergreen Nylon Recycling Facility.

EcoWorx tile backing is a PVC-free, completely recyclable performance backing with 40 percent recycled content. EcoWorx is the strongest, most durable tile backing – 5 times the tensile strength, 8 times the tear strength and 2 times the delamination strength of traditional PVC-backed tiles. EcoWorx Broadloom and EcoWorx Performance Broadloom bring the performance and recyclability of EcoWorx to the larger broadloom market. With 20 percent recycled content, these backings are recyclable into new EcoWorx. All EcoWorx products are backed by Shaw's environmental guarantee stating that we will collect and recycle all EcoWorx products into more EcoWorx, at no charge to the customer. All of these products are Cradle to Cradle Certified and have a lifetime commercial warranty.

Eco Solution Q nylon fiber is the industry's only Cradle to Cradle Certified, completely recyclable fiber. Available in over 200 colors, Eco Solution Q delivers excellent cleanability, stain resistance and performance. Containing 25 percent recycled content, Eco Solution Q is recycled at the Evergreen Nylon Recycling Facility to be made into new nylon, which prevents carpet from being sent to landfills.

#### Shaw Environmental Awards and Recognitions

- 2010 GSA Evergreen Award in the Furnishings category
- 2008 Air & Waste Management Association-Georgia Chapter Corporate Environmental Award
- 2008 Interior Design NeoCon Green Stars Award for Design Lab
- 2008 Sherwin-Williams Vendor Green Steps Award
- 2007 Carpet America Recovery Effort's Large Recycler of the Year
- 2007 Carpet America Recovery Effort's Person of the Year – Russ Delozier, Shaw's post consumer carpet collection manager
- 2007 Sustainable Business Institute's Seal of Sustainability
- 2007 Greenbuild International Conference & Expo Green Exhibitor Award
- 2007 Green@Work magazine's "Greenbuild Top 25" list
- 2007 Fast Company "Fast 50" list which recognizes companies with profit driven solutions for what ails the planet
- 2006 Global Society of Plastic Engineers Design for Sustainability Award
- 2006 Global Plastics Environmental Conference Environmental Stewardship Award in the category of Design for Sustainability
- 2005, 2006, 2007 and 2008 California Waste Reduction Awards Program
- 2005 EPA Certificate for Cooperative Conservation
- 2005 GSA Evergreen Award in the Furnishings category
- 2005 North Carolina Sustainability Award in the category of Product Stewardship
- 2003 Environmental Protection Agency (EPA) Presidential Green Chemistry Award
- 1999 NeoCon Most Innovative Product Award
- 1999 Georgia Governor's Award of Pollution Prevention

24b. EIT: N/A    25.    DUNS# - 78-637-1393    26. System for Award Management: Cage Code #4BU82

SIN 31-303 Carpet Tile Cont...

Style #	Product Identification	\$250 to \$50,000	\$50,001 to \$150,000	\$150,001 and Higher	Texture	Density
<b>Patcraft</b>						
10216	Imagination (24" X 24")	\$20.52	\$20.20	\$19.88	Multi-Level Pattern Loop	6154
Z6374	Indulgence EW24 (24" X 24")	\$21.14	\$20.81	\$20.48	Graphic Loop	7510
10295	Jot Tile (24" X 24")	\$26.17	\$25.76	\$25.35	Multi-Level Pattern Loop	7615
10219	Mind's Eye (24" X 24")	\$23.09	\$22.73	\$22.37	Multi-Level Pattern Loop	6729
10226	Moving on Up (24" X 24")	\$17.98	\$17.70	\$17.42	Graphic Loop	5735
10253	Octave Tile (24" X 24")	\$21.45	\$21.11	\$20.78	Multi-Level Pattern Loop	5739
10217	Outside the Box (24" X 24")	\$20.84	\$20.52	\$20.19	Multi-Level Pattern Loop	6154
10316	Paseo Tile (24" X 24")	\$33.79	\$33.26	\$32.74	Multi-Level Pattern Loop	8597
10254	Pitch Tile (24" X 24")	\$21.41	\$21.07	\$20.74	Multi-Level Pattern Loop	5955
10317	Prado Tile (24" X 24")	\$35.25	\$34.70	\$34.15	Multi-Level Pattern Loop	8000
10288	Refract Light (24" X 24")	\$20.78	\$20.46	\$20.13	Multi-Level Pattern Loop	7266
10287	Reveal Color (24" X 24")	\$20.79	\$20.47	\$20.14	Multi-Level Pattern Loop	7266
10273	Science Tile (24" X 24")	\$20.40	\$20.08	\$19.76	Multi-Level Pattern Loop	6673
10244	Serene Tile (24" X 24")	\$24.91	\$24.52	\$24.13	Multi-Level Pattern Loop	5176
10239	Speak in Color (24" X 24")	\$19.57	\$19.27	\$18.96	Multi-Level Pattern Loop	7200
10240	Speak in Design (24" X 24")	\$19.64	\$19.33	\$19.03	Multi-Level Pattern Loop	7200
Z6373	Splurge EW24 (24" X 24")	\$21.43	\$21.09	\$20.76	Multi Loop	7586
10274	Technology Tile (24" X 24")	\$20.40	\$20.08	\$19.76	Multi-Level Pattern Loop	6673
10290	Thought (24" X 24")	\$17.91	\$17.63	\$17.35	Multi-Level Pattern Loop	6442
10255	Timbre Tile (24" X 24")	\$21.64	\$21.30	\$20.96	Multi-Level Pattern Loop	5245
10243	Tranquil Tile (24" X 24")	\$24.91	\$24.52	\$24.13	Multi-Level Pattern Loop	5176
10301	Vim (24" X 24")	\$15.90	\$15.65	\$15.40	Level Loop	6667
10252	Vital Tile (24" X 24")	\$24.96	\$24.57	\$24.18	Multi-Level Pattern Loop	5617
10302	Vivid (24" X 24")	\$17.64	\$17.37	\$17.09	Multi-Level Pattern Loop	5586
10280	Yield (24" X 24")	\$18.00	\$17.72	\$17.44	Multi-Level Pattern Loop	5184
<b>Philly/Queen Commercial</b>						
54474	Ad-Lib (24" X 24")	\$17.98	\$17.70	\$17.42	Graphic Loop	5735
54436	Area (24" X 24")	\$19.37	\$19.07	\$18.77	Graphic Loop	5182
54480	Capital III Tile (24" X 24")	\$17.24	\$16.97	\$16.70	Level Loop	6923
J0115	Chain Reaction (24" X 24")	\$19.56	\$19.26	\$18.95	Graphic Loop	5500
J0111	Change in Attitude Tile (24" X 24")	\$21.03	\$20.70	\$20.38	Graphic Loop	8000
54457	Channel Stitch (24" X 24")	\$19.77	\$19.46	\$19.15	Graphic Loop	7579
54471	Color Craze Tile (24" X 24")	\$20.83	\$20.51	\$20.18	Graphic Loop	6712
J0143	Extreme (24" X 24")	\$19.17	\$18.87	\$18.57	Multi-Level Pattern Loop	5311
J0141	Fanatic (24" X 24")	\$18.12	\$17.83	\$17.55	Multi-Level Pattern Loop	5311
54565	Feedback (24" X 24")	\$17.43	\$17.16	\$16.89	Multi-Level Pattern Loop	5400
54520	Fuse (24" X 24")	\$18.44	\$18.15	\$17.87	Multi-Level Pattern Loop	6577
J0142	Gung Ho (24" X 24")	\$18.06	\$17.78	\$17.49	Multi-Level Loop Pile	5311
54500	High Voltage Tile (24" X 24")	\$20.51	\$20.19	\$19.86	Graphic Loop	8075
54491	Hook Up (24" X 24")	\$17.11	\$16.84	\$16.57	Multi-Level Pattern Loop	4091
54497	Insite (24" X 24")	\$19.68	\$19.37	\$19.07	Multi-Level Pattern Loop	7277
J0135	Intermix (24" X 24")	\$17.98	\$17.70	\$17.42	Graphic Loop	5735
54498	Intuition (24" X 24")	\$19.68	\$19.37	\$19.07	Multi-Level Pattern Loop	7277
54458	Mesh Weave (24" X 24")	\$21.42	\$21.08	\$20.75	Graphic Loop	9318
J0108	No Limits Tile (24" X 24")	\$19.18	\$18.88	\$18.58	Textured Loop	6545
J0136	Quick Change (24" X 24")	\$17.40	\$17.12	\$16.85	Graphic Loop	5735
54435	Range (24" X 24")	\$19.46	\$19.16	\$18.85	Graphic Loop	5302
J0177	Rendered Bark (24" X 24")	\$21.00	\$20.67	\$20.34	Pattern Loop	6439
J0178	Rendered Lines (24" X 24")	\$21.00	\$20.67	\$20.34	Multi-Level Pattern Loop	6439
J0179	Rendered Rock (24" X 24")	\$21.61	\$21.27	\$20.93	Multi-Level Pattern Loop	6439
J0116	Ripple Effect (24" X 24")	\$20.04	\$19.72	\$19.41	Graphic Loop	5500
54437	Rows (24" X 24")	\$19.35	\$19.05	\$18.75	Graphic Loop	6000
54488	Sound Advice Tile (24" X 24")	\$19.18	\$18.88	\$18.58	Textured Loop	6545
54564	Static (24" X 24")	\$17.47	\$17.20	\$16.93	Multi-Level Pattern Loop	5400

*Exhibit A*

" "

" "

" "

" "



### SIN 31-999 New Introduction of Products

Style #	Product Identification	\$250 to \$50,000	\$50,001 to \$150,000	\$150,001 and Higher	Texture	Density
7P975	Military Housing 34	\$7.82	\$7.70	\$7.56	Textured Cut Pile	2390
732V5	At Ease	\$15.21	\$14.97	\$14.73	Textured Cut Pile	3191

### SIN 31-604 Ancillary Supplies and Services

Style #	Product Identification	Tier 1, 1-5 units	Tier 2, 6-10 Units	Tier 3, 11 + Units
1000	Multi-Purpose Adhesive	\$33.21	\$33.21	\$33.21
1200	Multi-Purpose Adhesive	\$29.38	\$29.38	\$29.38
3500	Ecworx Broadloom Adhesive	\$40.39	\$40.39	\$40.39
3600	Broadloom Adhesive w/ Florstep Antimicrobial	\$43.23	\$43.23	\$43.23
4000	Broadloom Seal Sealer	\$9.54	\$9.54	\$9.54
8300	Adhesive, Eco Broadloom Seam Sealer	\$6.22	\$6.22	\$6.22
5100	Pressure Sensitive Adhesive	\$66.12	\$66.12	\$66.12
00LDA	LokDot Applicator	\$57.60	\$57.60	\$57.60
00LDR	LokDot Adhesive Dot Sleeve	\$288.00	\$288.00	\$288.00
212VS	Adhesive LG - 4100 4 Gal	\$113.77	\$113.77	\$113.77
259VS	Adhesive LG - 4100 4 Gal Roll Goods	\$113.77	\$113.77	\$113.77

Standard	Variation	Price per SQ. Yard	
ClassicBac	TekLoc	\$2.50	Backing Option
ClassicBac	SoftBac	\$1.20	Backing Option
ClassicBac	Unitary	\$1.76	Backing Option
ClassicBac	Ultraloc Pattern	\$2.62	Backing Option
ClassicBac	Ecworx BL	\$4.68	Backing Option
ClassicBac	Ultra-Loc MPC	\$7.25	Attached High Perform. Cushion
ClassicBac	ClassicBac PC	\$6.20	Backing Option
ClassicBac	Ecworx PBL	\$5.35	Recycled High Perform. Backing
TekLok/Upat	Ultra-Loc MPC	\$5.40	Attached High Perform. Cushion
TekLok/Upat	Ecworx PBL	\$3.55	Recycled High Perform. Backing
TekLok/Upat	Ecworx BL	\$2.36	Backing Option
Ultra-Loc MP	Ultra-Loc MPC	\$3.40	Attached High Perform. Cushion
Ultra-Loc MP	TekLoc	-\$0.50	Backing Option
Ecworx BL	Ecworx PBL	\$1.51	Backing Option
Ecworx BL	Ultra-Loc MPC	\$3.42	Backing Option
Ecworx PBL	Ecworx BL	-\$0.50	Backing Option
EcoWorx	EcoWorx ES	\$2.60	Peel and Stick self adhesive
EcoWorx	Eco Logic/Ergoflex	\$4.10	Polyurethane Recycled Cushion
EcoWorx	Eco Logic/Ergoflex ES	\$6.10	Attached Cushion Peel and Stick

Custom Color or Pattern up to + \$ 4.00 sq. yd Custom Options

Minimums and overage requirements apply. Please contact your local Shaw representative for details.

## SIN 31-604 Ancillary Supplies and Services

*per sq. yard*

<u>Type</u>	<u>Basic</u>	<u>to * Maximum</u>
** Direct Glue	\$6.05	\$8.50
** Direct Glue with Cushion Double Stick (pad not inc.)	\$6.65	\$9.10
** Stretch-in over Cushion (pad not incl.)	\$9.00	\$11.00
** Carpet Tiles (Full Spread)	\$7.90	\$10.75
** Furniture Lifting for Carpet Installation	\$7.25	\$9.75
** Take up Removal of Carpet	\$0.00	\$24.00
	\$9.00	\$14.00

Shaw VIT pricing is based on low to medium dense office furniture.

(Min. order \$250)

Vertical Furniture Lift System, used to replace carpet tile under systems office furniture.

**\*\* Note:**

**When installation is purchased, the contract price will be increased in states where the vendor must pay state or local tax on installed projects. Pertinent to F.A.R. section 52.229-4©, the vendor will charge for a reimbursement of taxes imposed on the contractor. All installation projects are subject to an administration processing fee.**

**Prices are per square yard.**

**\*High Cost Areas - Boston, Chicago, Kansas City, St. Louis, Los Angeles, Miami, New York San Francisco, San Diego & Philadelphia, Washing DC.**

**All other installation charges will be negotiated and itemized on the purchase order.**

**Contact your local Shaw Representative. or call 877-502-7429 for more details  
Additional freight charges will apply.**

## Amendment #1 to Marshall University – Shaw Supply Agreement

This Amendment to Marshall University-Shaw Supply Agreement (this "Amendment") is made as of May 8, 2012 (the "**Date of this Amendment**") by and between Marshall University of Huntington, West Virginia ("**Customer**"), and Shaw Industries, Inc. of Dalton, GA ("**Shaw**").

WHEREAS, the Parties have entered into a Supply Agreement dated as of May 2, 2011 (as amended, the "Agreement"); and

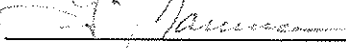
WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and obligations set forth herein, the Parties hereto agree as set out below.

1. Definitions. For purposes of this Amendment, all capitalized terms, which are used but not defined in this Amendment, will have the meanings ascribed to them in the Agreement.
2. Term.  
Section 1. Term is hereby amended to extend the term of the Agreement through May 1, 2013. The Agreement shall extend thereafter only upon mutual written agreement of both parties.
3. Pricing.
  - a. Exhibit A of the agreement is deleted in its entirety, and inserted in lieu thereof is a new Exhibit A shall be inclusive of freight and exclusive of installation, padding and any local taxes or assessments. Prices are based on Shaw's GSA Schedule
  - b. Exhibit B of the agreement is deleted in its entirety, and inserted in lieu thereof is a new Exhibit B. The prices for installation are set forth on Exhibit B. Prices are based on Shaw's GSA Schedule
4. Entire Agreement. This Amendment together with the Agreement constitute the entire understanding and agreement between the parties hereto and supersede all previous writings and understandings between the parties hereto with respect to the subject matter hereof. No term or provision of this Amendment shall be varied or modified by any prior or subsequent statement, conduct or act of either of the parties hereto, except that the parties hereto may amend this Amendment by written instruments specifically referring to and executed in the same manner as this Amendment. In the event any of the provisions in this Amendment shall be inconsistent with the provisions of the Agreement, the provisions in this Amendment shall govern. All terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Amendment as of the date first above written.

Shaw Industries, Inc.

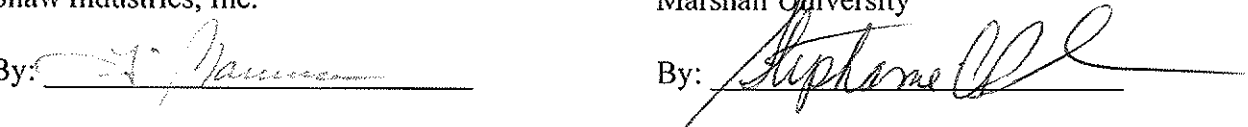
By:  \_\_\_\_\_

Name: Tim Baucom

Its: VP of Commercial Sales and Marketing

Date: 6-04-2012

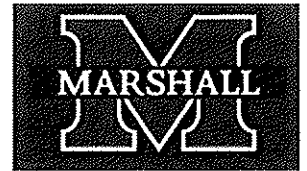
Marshall University

By:  \_\_\_\_\_

Name: Stephanie Smith

Its: Director of Purchasing

Date: 7/3/12



**Exhibit A**  
Material Cost

Prices Effective May 2, 2012 - May 1, 2013

Style #	Style Name	Unit of Measure	Price
54255	Emphatic II 30oz	sq/ft	\$1.21
54256	Emphatic II 36oz	sq/ft	\$1.40
54440	Swizzle Tile	sq/ft	\$1.79
54436	Area Tile	sq/ft	\$2.00
54435	Range Tile	sq/ft	\$2.00
54437	Rows Tile	sq/ft	\$2.00
J0115	Chain Reaction Tile	sq/ft	\$2.11
J0116	Ripple Effect Tile	sq/ft	\$2.11
54474	Ad-Lib Tile	sq/ft	\$1.75
54475	Unscripted Tile	sq/ft	\$1.75
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$62.57
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$28.49
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.90

Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.



**Exhibit B**  
Installation Cost

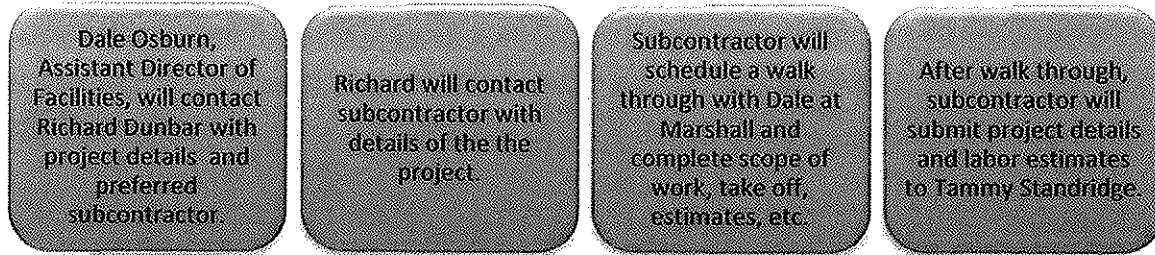
Prices Effective May 2, 2012 - May 1, 2013

Scope of Work	Hours to Perform Work	Unit of Measure	2012 Price
Direct Glue	7:00 AM to 5:00 PM	sq/ft	\$0.67 - \$0.95
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	sq/ft	\$0.74 - \$1.01
Carpet Tiles (Full Spread)	7:00 AM to 5:00 PM	sq/ft	\$0.81 - \$1.08
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	sq/ft	\$2.00 - \$2.66
Take Up Removal of Carpet	7:00 AM to 5:00 PM	sq/ft	\$0.11 - \$1.00
Recycling Existing Carpet (500 sy Min) 500 sy - 999 sy		sq/ft	\$0.22
Recycling Existing Carpet (500 yd Min) 1,000 + sy		sq/ft	\$0.17
Prevailing & Wage Compensation (min. one hour)		hour	\$40.42
Nights (after 5PM) & Weekend Work - additional 50% to all labor rates above			

Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

**Exhibit C**  
**Project Flowchart and Scope of Work**



**Contact Information:**

Dale Osburn Assistant Director of Facilities Marshall University 304-696-6676 <a href="mailto:osburnr@marshall.edu">osburnr@marshall.edu</a>	Richard Dunbar Shaw Territory Manager Shaw Industries 304-545-9201 <a href="mailto:richard.osburn@shawinc.com">richard.osburn@shawinc.com</a>	Ryan Komlertkul Midwest, Divisional Manager Shaw Industries 773-383-3378 <a href="mailto:ryan.komlertkul@shawinc.com">ryan.komlertkul@shawinc.com</a>	Tammy Standridge Project Coordinator Shaw Integrated Solutions 706-275-3367 <a href="mailto:tammy.standridge@shawinc.com">tammy.standridge@shawinc.com</a>
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**Subcontractors:**

- Family Carpet Inc. Parkersburg, WV - Owner/Contact: Rob Parish
- Lavalette Carpet Center Inc. Lavalette, WV - Owner/Contact: Chandra Tomblin
- Fabric Town Interiors Inc. Huntington, WV - Owner/Contact: Randy Dunfee





## Marshall University- Shaw Supply Agreement

This Agreement, entered into as of May 2, 2011 sets forth the understandings reached between **Shaw Industries, Inc.**, of Dalton, Georgia ("Shaw"), and **Marshall University of Huntington, West Virginia** ("Customer"), regarding the sale and purchase of carpet and carpet related products manufactured by Shaw, including price, delivery and service requirements, available to Customer, its subsidiaries and affiliates. Accordingly, the parties have agreed as follows:

1. Term: This Agreement shall be effective as of May 2, 2011 and remain in effect for a term of twelve (12) months, to May 1, 2012. The Agreement shall extend thereafter only upon mutual written agreement of both parties.
2. Pricing:
  - a. The prices for the products set forth on Exhibit A attached hereto and by this reference made an integral part hereof, ("Products") shall be of inclusive of freight and exclusive of installation, padding and any local taxes or assessments. Prices are based on Shaw's GSA Schedule.
  - b. The prices for installation costs are set forth on Exhibit B attached hereto. Prices are based on Shaw's GSA Schedule.
  - c. Turnkey projects, subject to 10% project management fee, are inclusive of product, freight and installation and will be priced based on the project. Unit price for turnkey projects will be inclusive of use tax.
  - d. Tiles or modular carpet Products will be sold only in full cartons or other full units.
  - e. All prices set forth in Price Sheet(s) shall be guaranteed for twelve (12) months. Thereafter, prices may be adjusted semiannually on notice of not less than thirty (30) days, effective each November 2 and May 2 during the term hereof.
  - f. Additional discounts on the prices specified on Price Sheet(s) may be earned by Customer on any orders for a single Product in excess of 5,000 square yards, to be negotiated between Shaw and Customer at the time the order is placed.
  - g. Any of the Products on Price Sheet(s) may be deleted by mutual agreement of the parties. Additional Products may be added to Price Sheet(s) by mutual agreement of the parties. However, any such addition or deletion will not effect the term of this Agreement.

3. Order and Delivery:

- a. All project correspondence, including deliver and installation dates will be given by the Shaw Integrated Solutions coordinator. Delivery terms will be F.O.B. Destination and the freight charge is included in the product price.
- b. It shall be the sole responsibility of Customer to advise its purchasing department and those of its subsidiaries and affiliates, of the Agreement.

4. Warranties:

- a. Shaw warrants that any of the Products sold pursuant to this Agreement shall conform to the specifications set forth for each such Product and will have the warranties specified in the respective literature for each Product, copies of which will be made available at the request of Customer. Such specifications and warranties are incorporated herein by reference.
- b. Shaw warrants that all Products shall be of good material and workmanship and free of defects. The liability of Shaw for any breach of any such warranty shall be limited to the remedies specified in each such warranty.

5. Notices: Any notice required pursuant to this Agreement shall be effective when delivered to the following persons at the indicated address:

For Shaw:

Quentin Quathamer  
quentin.quathamer@shawinc.com

440-667-7710

Tammy Standridge

tammy.standridge@shawinc.com

706-422- 4394

For Customer

Stephanie Smith

smiths@marshall.edu

304-696-2599

6. Purchase Analysis and Post-Installation Follow-up: Shaw and Customer will work together to develop a program which will provide to Customer an analysis, on a quarterly basis, of the Products purchased. Additionally, the parties will develop a post-installation review procedure for each purchase of the Products.
7. Miscellaneous: This agreement shall be construed in all respects in accordance with the laws of the State of Georgia. Any modification or amendment of this Agreement shall be made in writing, signed by both parties.

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

Customer: MARSHALL UNIVERSITY  
By: Stephanie J. Smith, Director of Purchasing  
5/27/11  
Signature:

Shaw Industries, Inc.  
Tim Baucom, Vice President  
Commercial Sales and Marketing  
Signature:

Stephanie J. Smith


Tim Baucom

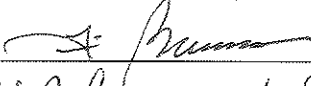
**AGREEMENT ADDENDUM**

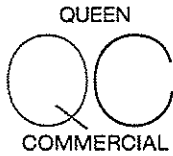
In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency 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 the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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, the Agency 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 LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency'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. **ATTORNEY FEES** - The Agency 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, the Agency 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 Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, 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** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency 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. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: Marshall University  
Signed:   
Title: Director, Office of Purchasing  
Date: 5/27/11

**VENDOR**  
Company Name: Shaw Industries, Inc  
Signed:   
Title: V.P. Commercial Sales & Marketing  
Date: 5/27/11



City of Shaw



Exhibit A

Material Cost

Prices Effective May 2, 2011 - May 1, 2012

Item #	Item Name	Unit of Measure	Price
54255	Emphatic II 30oz	sq/ft	\$1.21
54256	Emphatic II 36oz	sq/ft	\$1.40
54440	Swizzle Tile	sq/ft	\$1.79
54436	Area Tile	sq/ft	\$2.00
54435	Range Tile	sq/ft	\$2.00
54437	Rows Tile	sq/ft	\$2.00
J0115	Chain Reaction Tile	sq/ft	\$2.11
J0116	Ripple Effect Tile	sq/ft	\$2.11
54474	Ad-Lib Tile	sq/ft	\$1.72
54475	Unscripted Tile	sq/ft	\$1.75
5100R	Shaw Pressure Sensitive Carpet Tile Adhesive 4 Gal	4 Gal Pail	\$62.57
1000R	Shaw Multi-purpose Adhesive 4 Gal	4 Gal Pail	\$28.49
4000R	Shaw Seam Sealer 12 Quart	Quart	\$9.90

Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

\*\* When providing carpet and installation, the unit price on the project proposal will include use tax.



By Shaw



**Exhibit B**

**Installation Costs**

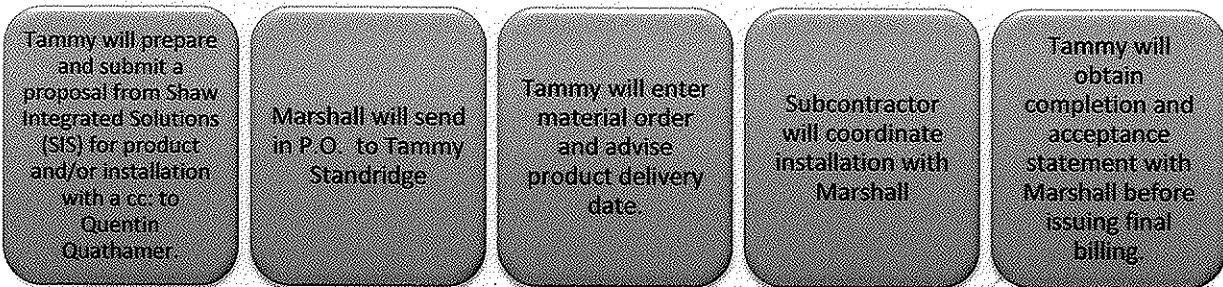
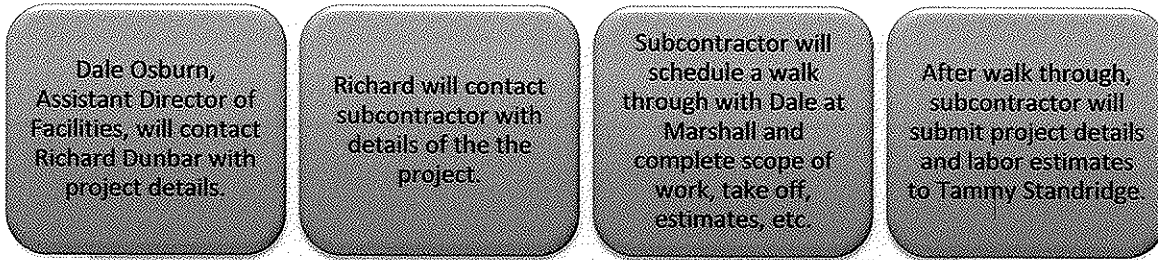
Prices Effective May 2, 2011 - May 1, 2012

Scope of Work	Hours Per Day	Unit of Measure	Price
Direct Glue	7:00 AM to 5:00 PM	sq/ft	\$0.67 - \$0.95
Direct Glue with attached Cushion	7:00 AM to 5:00 PM	sq/ft	\$0.74 - \$1.01
Carpet Tiles (Full Spread)	7:00 AM to 5:00 PM	sq/ft	\$0.81 - \$1.08
Furniture Lift for Carpet Tile installation	7:00 AM to 5:00 PM	sq/ft	\$2.00 - \$2.66
Take Up Removal of Carpet	7:00 AM to 5:00 PM	sq/ft	\$0.11 - \$1.00
Recycling Existing Carpet (500 sy Min) 500 sy - 999 sy		sq/ft	\$0.22
Recycling Existing Carpet (500 yd Min) 1,000 + sy		sq/ft	\$0.17
Nights (after 5PM) & Weekend Work - additional 50% to all labor rates above			

Project / Business Management Services - 10% of Carpet Purchase when installation services are provided.

\*\*Project/Business Management includes consulting, estimating, specification development, scope review, material purchasing, warehousing, project management, handling, delivery, clean-up, close-out, and product care recommendations.

## Exhibit C - Project Flowchart and Scope of Work



### Contact Information:

Dale Osburn  
Assistant Director of Facilities, Marshall  
304-696-6676  
[osburnr@marshall.edu](mailto:osburnr@marshall.edu)

Richard Dunbar  
Shaw Territory Manager  
304-545-9201  
[richard.dunbar@shawinc.com](mailto:richard.dunbar@shawinc.com)

Tammy Standridge  
Project Coordinator, SIS  
706-422-4394  
[tammy.standridge@shawinc.com](mailto:tammy.standridge@shawinc.com)

### Subcontractors:

- Family Carpet # 8440 & 170133 - Owner/Contact: Rob Parish
- Lavalette Carpet # 94013 - Owner/Contact: Chandra Tomblin
- Fabric Town Interiors # 47356 - Owner/Contact: Randy Dunfee





15. Warranty Provision: Shaw Industries, Inc. warrants from manufacturing defects for a period of 10 years, its carpet when installed and maintained in accordance with Shaw Industries' recommended installation and maintenance methods, subject to the following limitations: the warranty does not cover tears, burns, pulls, cuts or damage due to excessive pivoting; or other damage due to improper use, the application of improper cleaning agents or maintenance methods, or carpet installed on stairs. The warranty does not cover or imply protection against matting, pilling, color change or other characteristics of aesthetics or appearance retention.
16. Export Packing - Additional charge 17. Minimum purchase \$250 (Visa / Discover/Master card)
18. Recommended maintenance and cleaning procedures - 800-441-7429
19. Recommended Installation methods - 800-471-7429 20. Repair Parts - N/A 20a. SIN 31-17 Installation
21. Distribution Points:
- |                              |                              |
|------------------------------|------------------------------|
| <b>Shaw Industries, Inc.</b> | <b>Shaw Industries, Inc.</b> |
| DC South                     | Plant 15 X                   |
| Dug Gap Rd.                  | Hwy. 411 SW                  |
| Dalton, GA. 30722            | Cartersville, GA. 30120      |
22. Participating Dealers – N/A 23. Preventive Maintenance - 800-441-7429
24. Shaw Industries is the world's largest carpet manufacturer, with products including rugs, hardwood, laminate and ceramic tile for residential and commercial applications. Shaw is an expert in numerous market segments with products positioned specifically for unique environments. A recognized leader in environmental stewardship, Shaw has implemented hundreds of sustainability initiatives and cradle-to-cradle design solutions, collectively termed the Shaw Green Edge™.

Through a closed-loop cycle, our carpet products are completely recyclable. It's a revolutionary design process that mimics nature, with carpet designed to be remade into carpet, preventing landfill waste. That's cradle-to-cradle design.

Our carpet's main components, Eco Solution Q nylon and EcoWorx backing, are completely recyclable into new carpet. This returns post consumer materials back to Shaw, in the process preserving raw materials and keeping carpet from landfills. Not only have we designed our carpet to be recycled, we've also developed a collections network, established an international environmental guarantee to recycle all EcoWorx products at no charge, and implemented processes to recycle nylon through our Evergreen Nylon Recycling Facility.

EcoWorx tile backing is a PVC-free, completely recyclable performance backing with 40 percent recycled content. EcoWorx is the strongest, most durable tile backing – 5 times the tensile strength, 8 times the tear strength and 2 times the delamination strength of traditional PVC-backed tiles. EcoWorx Broadloom and EcoWorx Performance Broadloom bring the performance and recyclability of EcoWorx to the larger broadloom market. With 20 percent recycled content, these backings are recyclable into new EcoWorx. All EcoWorx products are backed by Shaw's environmental guarantee stating that we will collect and recycle all EcoWorx products into more EcoWorx, at no charge to the customer. All of these products are Cradle to Cradle Certified and have a lifetime commercial warranty.

Eco Solution Q nylon fiber is the industry's only Cradle to Cradle Certified, completely recyclable fiber. Available in over 200 colors, Eco Solution Q delivers excellent cleanability, stain resistance and performance. Containing 25 percent recycled content, Eco Solution Q is recycled at the Evergreen Nylon Recycling Facility to be made into new nylon, which prevents carpet from being sent to landfills.

#### Shaw Environmental Awards and Recognitions

- 2008 Air & Waste Management Association-Georgia Chapter Corporate Environmental Award
- 2008 Interior Design NeoCon Green Stars Award for Design Lab
- 2008 Sherwin-Williams Vendor Green Steps Award
- 2007 Carpet America Recovery Effort's Large Recycler of the Year
- 2007 Carpet America Recovery Effort's Person of the Year – Russ Delozier, Shaw's post consumer carpet collection manager
- 2007 Sustainable Business Institute's Seal of Sustainability
- 2007 Greenbuild International Conference & Expo Green Exhibitor Award
- 2007 Green@Work magazine's "Greenbuild Top 25" list
- 2007 Fast Company "Fast 50" list which recognizes companies with profit driven solutions for what ails the planet
- 2006 Global Society of Plastic Engineers Design for Sustainability Award
- 2006 Global Plastics Environmental Conference Environmental Stewardship Award in the category of Design for Sustainability
- 2005, 2006, 2007 and 2008 California Waste Reduction Awards Program
- 2005 EPA Certificate for Cooperative Conservation
- 2005 GSA Evergreen Award in the Furnishings category

- 2005 North Carolina Sustainability Award in the category of Product Stewardship
- 2003 Environmental Protection Agency (EPA) Presidential Green Chemistry Award
- 1999 NeoCon Most Innovative Product Award
- 1999 Georgia Governor's Award of Pollution Prevention

25. DUNNS# - 78-637-1393

26. CCR - Registered IT - Registered