


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU17PAINT
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FY 2019	Buyer DG	Date 5/10/2019	Account Various	P.O. Date 7/01/16	Contract MU17PAINT
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <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 type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Vendor Code Conley Painting and Special Coatings LLC P.O. Box 400 South Point, OH 45680	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# (740) 534-2714 Fax	FEIN# 20-8733505

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>3</u> To renew and append the contract according to all terms conditions and specifications contained in the original contract including all authorized change orders. Prices are contained in the following document. Painting Services Contract Effective Date: July 1, 2019 - June 30, 2020 Renewal: 3 of 4 Remaining Renewals: 1		

Reason for Change: Renewal	Previous Total	\$ <u>Open End</u>
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ <u>Open End</u>

Approved:  5.21.19 Date

Authorized Signature

N/A

Attorney General if required Date

Vendor: Conley Painting

SCOPE OF WORK

The Contractor must provide all labor, necessary to complete the services listed and when requested, including but not limited to painting, wall covering, paint, various materials, tools, supplies and equipment, minor damage repair and sheetrock repair.

A. TERM OF CONTRACT:

The anticipated contractual period will be for one (1) year with four (4) possible annual renewals, subject to mutual agreement. The contract will become effective upon acceptance of bids and contract issuance. The effective period of the contract will be July 1st through June 30th thereafter. The University reserves the right to alter this time period upon review of all bids.

B. SERVICES

- 1) Conduct - Contractor shall ensure that his forces conduct their work in a professional and workmanlike manner. The University expects that work of the highest quality shall be completed in a timely and courteous manner consistent with the nature of the Residence. The University reserves the right to require removal of unacceptable personnel by the contractor from the work site for any reason.
- 2) Moving of equipment and/or furniture in occupied office, laboratories, classrooms, etc., shall be the responsibility of the Contractor. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
- 3) ADA Compliance - Contractor shall ensure that all work performed meets or exceeds codes required by the Americans with Disabilities Act with regard to slope of ramps, longitudinal joints, etc.
- 4) Contractor Warranty - All workmanship and materials shall be warranted for a minimum of one (1) year from substantial completion.
- 5) Scheduling - All work must be scheduled and approved by the Assistant Director of Physical Plant or his designee. The successful bidder will be required to submit a complete work schedule of dates and times that the contractor will work. There will be some scheduling around events.
- 6) Notice to Proceed - This contract is to be performed within 45 days after the notice to proceed is received. Owner shall give start dates at pre-bid. The fully executed purchase order will be considered notice to proceed.
- 7) Wage Rates - The contractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates established for Cabell County pursuant to West Virginia code 21-5-1 Et Seq. Prevailing Wage Rates is not applicable.
- 8) "Wet Paint" signs shall be posted during application by the Contractor.
- 9) Contractor shall protect surrounding areas and surfaces to preclude damage during work.
- 10) During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
- 11) Contractor shall be responsible for any damage that occurs due to misplaced paint, and any damage caused by their employees or equipment.
- 12) The Contractor shall contact the Director of Physical Plant or designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
- 13) The Contractor shall not paint over code-required labels or equipment name, identification,

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performance rating or nomenclature plates.

- 14) The Contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.
- 15) The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Physical Plant, or his designee.
- 16) The Contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
- 17) The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the use of University dumpsters or trash receptacles be allowed at any campus.
- 18) Awarded Contractor will provide a "not to exceed quote" for each project to be reviewed and approved before work begins.

C. REPORTING

- 1) Contractor shall report and sign in and out with the Director of Physical Plant or designee upon arriving and departing from University campus.
- 2) It is the responsibility of the contractor to keep the Director of Physical Plant or designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.
- 3) The Contractor must give immediate notice to the Director of Physical Plant, or designee, of any condition deemed hazardous to students, personnel and/or visitors of the University.
- 4) Any significant damage that is discovered on any job shall be reported to the Director of Physical Plant or designee
- 5) Project materials shall be market price and subject to approval by the Director of Physical Plant or designee

D. SAFETY MEASURES AND PROTECTION OF JOB SITE

- 1) Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.
- 2) Contractor shall provide all barricades, signage, fencing, watchmen, or other means of ensuring public safety surrounding his work site. It is the contractor's responsibility to similarly protect unfinished or uncured work from damage due to vandalism, weather, or other causes.

E. CONTRACTOR USE OF PREMISES and OWNER OCCUPANCY

- 1) General: Limit use of the premises to construction activities in areas indicated, allow for Owner occupancy and use by the public.
- 2) Confine operations to areas within Contract limits.
- 3) Temporary Facilities: The contractor shall have use of restrooms, water, and electricity at the Owner's expense provided abuse does not occur. The Contractor shall repair any damages to restrooms.
- 4) Keep driveways and entrances serving the premises clean and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- 5) Partial Owner Occupancy: The Owner shall occupy the site and existing building during the

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entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

- 6) **Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

F. COMPLIANCE

- 1) The Contractor shall provide all services in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
- 2) The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions. All hazardous materials shall be removed from the work site daily.
- 3) The Contractor - The contractor shall provide all taxes, permits, fees, insurance, liability, compensation and all other items necessary to render the University free and harmless from all claims arising from services performed under this contract. Contract insurance, liability, and compensation shall be sufficient to cover contractor's employees and the public in general. License fees and bonds reference to bid documents.
- 4) The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.
- 5) The contractor shall furnish proof of coverage of commercial general liability insurance prior to issuance of a contract. Unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.
- 6) Inspection - Owner reserves the right to visit the work site for inspection or other purpose at any time during the course of the work.

G. VIOLATIONS

- 1) The Contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs.
- 2) The contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
- 3) Contractor will be in violation if timely service is not performed

H. HOURS & TRAVEL

- 1) Unless otherwise approved, work under this contract shall be accomplished during working hours
- 2) Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University.
- 3) The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.

I. MATERIALS & SUPPLIES

- 1) Paint required for newly constructed and existing sheetrock walls will be supplied by the University and will be the current University standard; as determined by the Director of Physical Plant or his

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designee.

- 2) If applied paint fails to adhere to surfaces, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.
- 3) The Contractor may be requested to furnish industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner.

J. INVOICING

- 1) University will not allow nor pay any additional costs or surcharges on contractor invoices not already noted on the contract or accepted quotation.
- 2) University reserves the right to review any invoice of the awarded contractor.
- 3) Separate Invoices shall be submitted for each site project.
- 4) Billing shall occur in a timely manner.
- 5) When invoice includes materials, the contractor shall support any materials with invoices and/or receipts displaying actual cost.
- 6) Payments will be made up to ninety percent (90%) upon substantial completion with the final ten percent (10%) to be paid at final completion and acceptance

K. Hourly and Overtime Rate

Hourly amount for additional work to be approved by the Physical Plant Department. A quotation will be forwarded to the Office of Purchasing for Purchase Order release. Marshall University reserves the right to accept or reject any quotation that may be submitted in the "best interests" of the University.

Hourly Rate: \$ 55.00

Hourly Overtime Rate: \$75.00



April 18, 2019

Director of Physical Plant

Mr. Mark E. Moore
Conley Painting and Special Coatings
P O Box 400
South Point, OH 45680

Re: Contract Extension for MU17PAINT

Dear Mr. Moore:

The above referenced contract expires on June 30, 2019. Marshall University wishes to extend the contract for painting.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU17PAINT** effective July 1, 2019 – June 30, 2020 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosures signed in the original to the noted below.

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

If you have any questions, please feel free to call me at 304-696-3032.

Sincerely,

Travis Bailey
Physical Plant Director



I agree to extend the current contract # **MU17PAINT** for an additional 12 month period under the same terms and conditions.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Signature

5-3-19

Date

Mark E. Moore

Printed Name

Estimator

Title

Comments: _____

WE ARE... MARSHALL.

One John Marshall Drive • Huntington, West Virginia 25755-5200 • Tel 304/696-3253
A State University of West Virginia • An Affirmative Action/Equal Opportunity Employer

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Conley Painting & Special Coatings, LLC.

Authorized Signature: [Signature] Date: 5-3-19

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of May, 2019.

My Commission expires 21-6-2022, 20 .



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]