


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU17CEILING
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FY 19	Buyer HRS	Date 9/21/2018	Account VARIOUS	P.O. Date 06/27/16	Contract MU17CEILING
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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 checked="" 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. FPS Building and Development Inc 1065 Ritter Drive Beaver, WV 25813	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-860-8601	Fax	FEIN# 45-5228540

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>3</u> To renew contract #MU17CEILING according to all terms, conditions and specifications contained in the original contract and authorized change order, subject to the following price changes. Ceiling Tile Installation Contract Renewal Period: July 1, 2018 - June 30, 2019 Renewal # 2 of 4 Renewals Remaining: (2) two		

Reason for Change: Renewal	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved:  9/21/18
 Authorized Signature Date

N/A
 Attorney General if required Date

LABOR TO INSTALL GRID ONLY - PER SQUARE FT.					
2 X 4 X 15/16 grid layout					
#	Height	A - MASONRY		B - SHEETROCK	
		Now Reads	Change to Read	Now Reads	Change to Read
1-1	8 ft. height	1.08	1.13	1.03	1.08
1-2	10 ft. height	1.13	1.18	1.07	1.12
1-3	12 ft. height	1.19	1.24	1.13	1.18
2 x 2 x 15/16 grid layout					
1-4	8 ft. height	1.13	1.18	1.08	1.13
1-5	10 ft. height	1.19	1.24	1.12	1.17
1-6	12 ft. height	1.24	1.30	1.18	1.23
2 x 4 x 9-16 grid layout					
1-7	8 ft. height	1.05	1.10	1.00	1.05
1-8	10 ft. height	1.10	1.15	1.04	1.09
1-9	12 ft. height	1.15	1.20	1.08	1.13
2 x 2 x 9/16 grid layout					
1-10	8 ft. height	1.07	1.12	1.02	1.07
1-11	10 ft. height	1.11	1.16	1.06	1.11
1-12	12 ft. height	1.15	1.20	1.11	1.16
LABOR TO INSTALL CEILING TILE ONLY - PER SQUARE FT.					
SQUARE EDGE (2X2)		Now Reads		Change to Read	
2-1	8 ft. height	0.72		0.75	
2-2	10 ft. height	0.75		0.78	
2-3	12 ft. height	0.79		0.82	
SQUARE EDGE (2x4)					
2-4	8 ft. height	0.42		0.44	
2-5	10 ft. height	0.45		0.47	
2-6	12 ft. height	0.48		0.50	
REVEALED EDGE (2x2)					
2-7	8 ft. height	0.82		0.86	
2-8	10 ft. height	0.87		0.91	
2-9	12 ft. height	0.92		0.96	
2-10	8 ft. height	0.47		0.49	
2-11	10 ft. height	0.53		0.55	
2-12	12 ft. height	0.56		0.58	
DEMOLITION - PER SQUARE FT.					
DEMOLITION OF CEILING TILE		Now Reads		Change to Read	
3-1	8 ft. height	0.37		0.38	
3-2	10 ft. height	0.40		0.42	
3-3	12 ft. height	0.43		0.45	
DEMOLITION OF CEILING GRID (2x2 or 2x4)					
3-4	8 ft. height	0.57		0.59	
3-5	10 ft. height	0.59		0.61	
3-6	12 ft. height	0.61		0.64	
OTHER					
4-1	Hourly amount for additional work to be approved by the Physical Plant Department. (Quotation attached)			\$45/hr	
				\$60/hr OT	

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: FPS Building and Development, Inc

Authorized Signature: [Signature] Date: _____

State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 5th day of April, 2018.

My Commission expires October 26, 2020.



NOTARY PUBLIC Rebekah L. Testerman