



<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			<b>Order #</b> MU15CEMENT		
FY 18	Buyer JB	Date 8/4/17	Account Various	P.O. Date 8/1/14	Contract MU15CEMENT			
<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 type="checkbox"/> Agreement				<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <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           </div> <div> <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           </div> </div>				
Vendor Name, Address, Phone #, etc. Cement Finishing, Inc. 6635 Mud River Road Barboursville WV 25504  Ph# 304-736-5621			Vendor Code FEIN# 55 0704746		BOT/BOD 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		
		<p style="text-align: center;"><b>Change Order # <u>3</u></b></p> <p>To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders subject to a price increase as per the attached letter.</p> <p style="text-align: center;">Cement Finishing Contract</p> <p>Effective Date: August 1, 2017 – July 31, 2018</p> <p>Renewal: 3 of 4 Remaining Renewals: 1</p>						
Reason for Change:  Renewal Letter attached.					Previous Total	\$ <u>Open End</u>		
					Increase	\$ _____		
					Decrease	\$ _____		
					New Total	\$ <u>Open End</u>		

Approved: 
8-7-17  
Date

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

**Pricing:**

A. Estimates – Contractor will provide to owner, on request and at no cost, informational time and cost estimates based on contract unit prices for items of work under consideration.

B. Unit Pricing – Below shall include all materials, labor, equipment, tools, supplies, transportation, overhead, and profit to perform work as specified. Contractor shall provide a written **not-to-exceed quotation** with unit price breakdown to the Owner for work requested. Contractor may not commence work until issued a written Notice to Proceed or approved purchase order.

C. Contract Units – Contract pricing units are defined as follows:

1. Finished six inch thick, 4,000 psi concrete slab over compacted soil with 1'x2' #4 rebar grid. All excavation, joint work, and ancillary work as described above included.

Price per sq. ft. now reads: \$11.00 Change to read: **\$12.00**

2. Finished five inch thick, 4,000 psi concrete slab over compacted soil with 6 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

Price per sq. ft. now reads: \$10.00 Change to read: **\$10.50**

3. Finished five inch thick, 3,000 psi, five bag mix, concrete slab over compacted soil with 10 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

Price per sq. ft. now reads: \$10.00 Change to read: **\$10.50**

4. Additional excavation and removal from site of unsuitable sub-soil.

\$1.85

Price per sq. ft.

5. Compacted two inch bed of pea gravel, bank run sand, or granulated slag.

\$1.50

Price per sq. ft.

6. Compacted additional sub-grade material as listed in Item 5.

\$3.50

Price per sq. ft.

7. Placement, piping, and finish of drainage apparatus:
  - a. Drop inlets \$1,050.00/Price Each
  - b. 12" x 12' Drain Boxes \$280.00/Price Each
  - c. 4" x 4' Perimeter Drains \$350.00/Price Each
  - d. 2' x 2' Drain Boxes and Grates \$400.00/Price Each
  - e. Poly Drain size 6" x 6" x 39" plus grates (heel proof) \$500.00/Price Each
8. Concrete Ramps – 12 inch rise per 12 foot run vertical and sloped surface finished. \$15.00 /Price per sq. ft.
9. Masonry work repairing or laying of brick, block, or stone. \$70.00/Price per hour
10. 8 inch concrete blocks. \$46.00/Price per block
11. 12 inch concrete blocks. \$51.00/Price per block
12. 14 inch concrete blocks. \$56.00/Price per block
13. Brick size 4" x 8" \$13.00/Price per brick
14. Replacement of existing Brick Pavers \$11.00/Price per brick
15. New paver bricks \$12.75/Price per brick
16. Tear out demolition of existing concrete \$5.00/ Price per sq. ft.
17. Concrete curb \$60.00/Price per lineal ft.
18. Sono tubes \$550.00/Per tube

Cement Finishing Inc.

*CFi*



6635 Mud River Road  
Barboursville, WV 25504

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Marshall University  
One John Marshall Drive  
Huntington, W.Va.

June.27,2017

To Whom It May Concern;

RE; Contract MUCEMENT15

Cement Finishing, Inc. wishes to renew its current Contract MUCEMENT15 for the upcoming year, July 2017 to June 2018. Cement Finishing has worked for MU for many years without requesting an increase. Due to the steady increase in our product and availability, we are unable to continue doing work at the current pricing. We are asking for an increase for the following Contract items listed below;

Item #1

Finished six inch thick psi concrete (as per Contract)  
will increase from \$11.00 sq. ft. to \$12.00 per sq.ft.

Item #2 Finished

Finished five inch thick psi concrete (as per Contract)  
will increase from \$10.00 per sq. ft. to \$10.50 per sq. ft.

Item #3

Finished five inch thick psi concrete (as per Contract)  
will increase from \$10.00 per sq. ft. to \$10.50 per sq. ft.

These are the only changes being requested, all work will still be performed as per Contract MUCEMENT15 with the exception of these three items.

It has been a pleasure working for Marshall University.

Thank You

A handwritten signature in blue ink, appearing to read 'J. Dunlap', written over a horizontal line.  
Jason Dunlap

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: Cement Finishing Inc.

Authorized Signature: [Signature] Date: 6/30/2017

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 30th day of June, 2017.

My Commission expires June 12, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Bonita G. Blatt



## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.


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FEIN: 550704746  
Business name: CEMENT FINISHING INC  
Doing business as/Trading  
as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU15CEMENT		
FY 17	Buyer JB	Date 7/20/16	Account Various	P.O. Date 8/1/2014	Contract MU15CEMENT		
<b>Document</b> <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			<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <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         </div> <div> <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         </div> </div>				
Vendor Name, Address, Phone #, etc. Cement Finishing, Inc. 6635 Mud River Road Barboursville WV 25504  Ph# 304-736-5621			Vendor Code   FEIN# 55 0704746		BOT/BOD 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	
		<p style="text-align: center;"><b>Change Order # <u>2</u></b></p> <p>To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.</p> <p>Effective Date: August 1, 2016 – July 31, 2017</p> <p>Renewal: 2 of 4</p> <p>Remaining Renewals: 3</p>					
Reason for Change:  Renewal Letter attached.					Previous Total	\$ <u>Open End</u>	
					Increase	\$ _____	
					Decrease	\$ _____	
					New Total	\$ <u>Open End</u>	

Approved:

  
 Authorized Signature

7-25-16

Date

N/A

Attorney General if required

Date

**Vendor: Cement Finishing**

**Pricing:**

- A. Estimates – Contract will provide to owner, on request and at no cost, informational time and cost estimates based on contract unit prices for items of work under consideration.
- B. Unit Pricing – Below shall include all materials, labor, equipment, tools, supplies, transportation, overhead, and profit to perform work as specified. Contractor shall provide a written **not-to-exceed quotation** with unit price breakdown to the owner for work requested. Contractor may not commence work until issued a written Notice to Proceed or approved purchase order.
- C. Contract Units – Contracting pricing units are defined as follows:
1. Finished six inch thick 4,000 psi concrete slab over compacted soil with 1" x 2" #4 rebar grid. All excavation, joint work, and ancillary work as described above included. \$ 11.00  
Price per sq ft
  2. Finished five inch thick, 4,000 psi concrete slab over compacted soil with 6 gauge wire fabric. All excavation, joint work, and ancillary work as described above included. \$ 10.00  
Price per sq ft
  3. Finished five inch thick, 3,000 psi, five bag mix, concrete slab over compacted soil with 10 gauge wire fabric. All excavation, joint work, and ancillary work as described above included. \$ 10.00  
Price per sq ft
  4. Additional excavation and removal from site of unsuitable sub-soil. \$ 1.85  
Price per sq ft
  5. Compacted two inch bed of pea gravel, bank run sand, or granulated slag. \$ 1.50  
Price per sq ft
  6. Compacted additional sub-grade material as listed in Item 5. \$ 3.50  
Price per sq ft



**Vendor: Cement Finishing**

7. Placement piping, and finished drainage apparatus:
  - a. Drop Inlets \$1,050.00/Price Each
  - b. 12"x12" Drain Boxes \$ 280.00/Price Each
  - c. 4"x4' Perimeter Drains \$ 350.00/Price Each
  - d. 2'x2' Drain Boxes and Grates \$ 400.00/Price Each
  - e. Poly Drain size 6"x6"x39"  
plus grates (heel proof) \$ 500.00/Price Each
  
8. Concrete Ramps – 12 inch rise per 12 foot run vertical and sloped  
Surface finished. \$ 15.00/Price per sq ft
  
9. Masonry work repairing or laying of brick, block or stone.  
\$ 70.00/Price per hour
  
10. 8 inch concrete blocks \$ 46.00/Price per Block
  
11. 12 inch concrete blocks \$ 51.00/Price per Block
  
12. 14 inch concrete blocks \$ 56.00/Price per Block
  
13. Brick size 4" x 8" \$ 13.00/Price per Brick
  
14. Replacement of existing Brick Pavers \$ 11.00/Price per Brick
  
15. New Paver Bricks \$ 12.75/Price per Brick
  
16. Tear out demolition of existing concrete \$ 5.00/Price per sq ft
  
17. Concrete curb \$ 60.00/Price per lineal ft
  
18. Sono Tubes \$ 550.00/per Tube

**CEMENT FINISHING, INC.**  
8635 MUD RIVER RD.  
BETHLEHEM, WEST VIRGINIA  
**TELE: 204-788-5031**  
**Email: cement@bethehew.com**  
**WVa Contractor License #WV009215**

Marshall University  
John Marshall Drive  
Huntington, WV

June.29, 2016

To Whom it May Concern;

Cement Finishing, Inc. wishes to renew its current Contract MUCEMENT15,  
for the up coming year July 2016 thru July 2017. All work will be completed at current  
Unit Pricing, with no increase. It has been a pleasure working with the University.

  
JASON A. DUNLAP  
CEMENT FINISHING, INC.

RECEIVED  
MARSHALL UNIVERSITY  
OFFICE OF PURCHASING  
2016 JUL 11 AM 11:00

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.

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### DEFINITIONS:

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"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: Cement Finishing Inc.

Authorized Signature: [Signature]

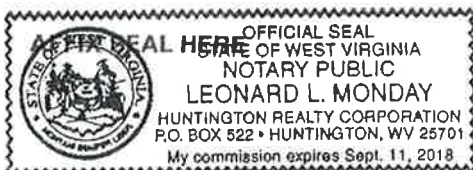
Date: July 11, 2016

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 11<sup>th</sup> day of July, 2016.

My Commission expires September 11, 2018.



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.


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FEIN: 550704746  
Business name: CEMENT FINISHING INC  
Doing business as/Trading  
as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			<b>Order #</b>  MU15CEMENT		
FY 16	Buyer jb	Date 9/25/15	Account <b>VARIOUS</b>	P.O. Date 8/1/2014	Contract MU15CEMENT			
<b>Document</b> <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 Order <input type="checkbox"/> Agreement				<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <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           </div> <div> <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           </div> </div>				
Vendor Name, Address, Phone #, etc.			Vendor Code		BOG Unit Name & Address			
Cement Finishing, Inc. 6635 Mud River Road Barboursville WV 25504  Fein: 55 0704746 Telephone: 304-736-5621					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			
Item#	Quantity	Description of Change			Unit Price	Extended Price		
		<b>Change Order #      1</b>  To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract.  Effective Date: August 1, 2015 – July 31, 2016  Renewal: 1 of 4 Remaining Renewals: 4						
Reason for Change:  Per the attached Letter.					Previous Total	\$      Open End		
					Increase	\$		
					Decrease	\$		
					New Total	\$      Open End		

Approved:  Authorized Signature

9-30-15

Date

N/A

Attorney General if required

Date

## PRICING

A. Estimates – Contractor will provide to owner, on request and at no cost, informational time and cost estimates based on contract unit prices for items of work under consideration.

B. Unit Pricing – Below shall include all materials, labor, equipment, tools, supplies, transportation, overhead, and profit to perform work as specified. Contractor shall provide a written **not-to-exceed quotation** with unit price breakdown to the owner for work requested. Contractor may not commence work until issued a written Notice to Proceed or approved purchase order.

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\$11.00  
Price per sq ft

2. Finished five inch thick, 4,000 psi concrete slab over compacted soil with 6 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

\$10.00  
Price per sq ft

3. Finished five inch thick, 3,000 psi, five bag mix, concrete slab over compacted soil with 10 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

\$10.00  
Price per sq ft

4. Additional excavation and removal from site of unsuitable sub-soil.

\$1.85  
Price per sq ft

5. Compacted two inch bed of pea gravel, bank run sand, or granulated slag.



\$1.50  
Price per sq ft

6. Compacted additional sub-grade material as listed in Item 5.  
\$3.50  
 Price per sq ft
  
7. Placement, piping, and finish of drainage apparatus:
  - a. Drop Inlets  
\$1,050.00  
 Price Each
  
  - b. 12" x 12" Drain Boxes  
\$280.00  
 Price Each
  
  - c. 4" x 4' Perimeter Drains  
\$350.00  
 Price Each
  
  - d. 2' x 2' Drain Boxes and Grates  
\$400.00  
 Price Each
  
  - e. Poly Drain size 6" x 6" x 39" plus grates (heel proof)  
\$500.00  
 Price Each
  
8. Concrete Ramps – 12 inch rise per 12 foot run vertical and sloped surface finished.  
\$15.00  
 Price per sq.ft.
  
9. Masonry work repairing or laying of brick, block, or stone. (Prevailing wage cost)  
\$70.00  
 Price per hour
  
10. 8 inch concrete blocks.  
\$46.00  
 Price per block
  
11. 12 inch concrete blocks.  
\$51.00  
 Price per block
  
12. 14 inch concrete blocks.  
\$56.00  
 Price per block
  
13. Brick size 4" x 8"  
\$13.00  
 Price per brick

14. Replacement of existing Brick Pavers	<u>\$11.00</u> Price per brick
15. New paver bricks	<u>\$12.75</u> Price per brick
16. Tear out demolition of existing concrete	<u>\$5.00</u> Price per sq. ft.
17. Concrete curb	<u>\$60.00</u> Price per lineal ft.
18. Sono tubes	<u>\$550.00</u> Per tube

8)



<b>Purchase Order</b>		 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823			<b>Purchase Order #</b> <b>MU15CEMENT</b>		
TO:		Vendor Code:		Ship to:		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN  WVFIMS Account #:	
<b>Cement Finishing, Inc.</b> <b>6635 Mud River Road</b> <b>Barboursville WV 25504</b> FEIN:                      PH: 304-736-5621				n/a  Room #    n/a			
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
8/1/14	15	JB				MU15CEMENT	
<b>CONTRACT ACCEPTANCE</b>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Cement Finishing Inc.,</u>  for Cement/Masonry contractual services.  signed by <u>Marsha Dunlap</u>  Title <u>President</u>  on <u>July 25, 2014</u>    Approved as to form this _____ day of _____, 2014 Patrick Morrissey, Attorney General  By: _____ Dan Greear, Chief Counsel   Effective Period: August 1, 2014 - July 31, 2015  Renewals Remaining: 4 of 4   THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER							
Line No.	Fund	Org.	Account	Encumber Amount	Total:                      Open End		
1.	var.	var.	var.	var.			
2.					<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Authorized Signature           </div> <div style="text-align: center;"> <u>8/7/14</u>              Date           </div> </div>		
3.							
4.							
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500							

## TERMS AND CONDITIONS

Revised 2/15/12

MU15CEMENT Page 2

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.

SPECIFICATION  
UNIT COST FOR CEMENT / MASONRY CONTRACT

**SCOPE OF WORK**

The contractor shall furnish all labor at state prevailing wage rates, materials, tools, supplies, equipment and transportation to complete the work according to the plans, specifications and contract documents. Specific work shall include, but not be limited to:

- Selective demolition and removal of existing concrete or masonry
- Excavation and removal of sub-grade material
- Preparation of sub-grade
- Forming and reinforcement
- Cement placement and finish
- Curing procedures and site protection
- Laying or repairing of brick, block or stone based on a hourly rate
- Site cleanup, inspection and payment application

The following sections describe methods, procedures and materials to be utilized. All materials, installation procedures and any testing required shall be in accordance with common guidelines, rules and recognized practices.

SECTION I. General – All items listed in this section apply to all work within the scope of the contract.

- A. Access – Owner shall provide the contractor with reasonable means of access to the work site during agreed working hours for the duration of the work or segment or work to be completed. Owner's representative(s) shall maintain the right of access to the job site at any time for any purpose.
- B. Protection of Owner Property – Contractor shall make every effort to convey materials and equipment to the work site in such a way as to avoid damage and disruption to owner's property and landscaping. Any repair or cost to repair such damage is fully the responsibility of the contractor.
- C. Noise – Contractor shall respect the university's academic environment when scheduling work. Procedures producing excessive noise, particularly during demolition phases, must be coordinated with the owner's representative five working days prior to the commencement of such activity.
- D. Weekend Work – Most efficient completion may require that work be performed on weekends, holidays or after normal working hours. Premium pricing for such coordination of work shall not be permitted, unless approved by the owner in advance of the work being performed.
- E. Qualified Personnel – Contractor shall employ fully qualified and experienced masons, carpenters, equipment operators or other personnel to perform all aspects of the work at state prevailing wages.
- F. Conduct – Contractor shall ensure that his forces conduct their work in a professional and workmanlike manner. Owner reserves the privilege to require removal of contractor's personnel from the job site who engage in any manner of disrespect or harassment of university students, faculty and/or staff.
- G. 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. It will be at the contractor's expense to replace any work that does not meet code.
- H. Inspection and Testing – Owner's representative, in addition to inspection mandated prior to payment stated in Section I shall be permitted to perform inspections at any interval to ensure compliance with specified installation procedures. Any corrective measures resulting from rejected work at any stage shall be performed by the contractor at the contractor's expense. Contractor shall provide to owner, on request, any samples necessary for independent testing to ensure a 28 day minimum cement mix compression.
- I. Safety Measures and Protection of Uncured Work – 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 or replace any damage at his cost.

J. Weather Considerations

1. When outdoor temperatures reach 85 degrees F or greater, contractor will take steps to ensure that the temperature of uncured cement mix remains at or below 90 degrees F by evaporation methods or other cooling of the mix.
2. Placement of concrete at outdoor temperatures below 35 degrees F require that the contractor employ approved methods of heating the mix, or blanketing the pour to retain plastic concrete temperature of 55 to 85 degrees.
3. Protect finished concrete during the curing process from rain, hail, or snow, and temperature extremes using approved covering, blanketing, or wetted burlap as required.

K. Contractor Warranty – Contractor shall warrant his materials and workmanship to be free of defects under normal use for a period of two (2) years. Corrections to deficiencies resulting from materials or workmanship during this period shall be the contractor's responsibility and at his full expense.

L. Materials

1. Concrete unless otherwise noted or requested by owner shall be a plant of transit mix (ready-mix) of 6 bags portland cement per cubic yard, 33 gallons of water per cubic yard, aggregate shall be #5 washed stone or standard stone aggregate used by mixing plant for a six bag, 4,000 lbs per square inch at 28 days of cure.
2. Reinforcing Steel shall be new uncoated deformed #4 steel reinforcing bar installed in a one foot by two foot grid, or welded wire fabric, either 6 gauge or 10 gauge per unit price option accepted. Fabric is preferred by the owner to be delivered to the site in sheets, not in rolls. Reinforcing bars shall be securely wire tied at all intersections. Lap splices must be twelve inches or greater within the flag. Rebar holdbacks from forms shall be placed in such a way that the concrete vertical surface finishes in only a smooth mortar facing.
3. Longitudinal Joint Ties are to be deformed uncoated steel tie bars placed perpendicular to the joint and spaced at regular intervals.
4. Transverse Joint Dowels shall be epoxy coated steels located mid depth in the pavement and supported by mechanical means during concrete placement.
5. 1/2" Transverse Expansion Joints shall be placed at least every 20 linear feet. The joint filler shall be continuous, bituminous

- impregnated, nonextruded material conforming to common standards. Joint materials shall be trimmed to fit the sub-grade contour and shall be depressed  $\frac{1}{2}$  inch below the surface of finished concrete. Joints shall be sealed and tooled to finish surface height with SEKA Flex 1-A caulking or material equal in every respect.
6. Contraction or Control Joints shall be mechanically hand tooled or saw cut. Owner preference is saw cutting of contraction joints. Either procedure must be performed as soon as feasibly possible within the curing process and must continue until all joints are completed within the work area. Joints are to be placed at distances equal to the width of the slab but not greater than ten feet.
  7. Anchor Bolts shall be high strength galvanized steel in length and diameter appropriate for the intended application. Must be approved by owner.
  8. Drop Inlets or other drainage apparatus are to be placed in identified locations. All work adjacent to the inlets must be completed prior to placement of concrete slump basin surrounding the inlet. All pours around inlets, drains, existing catch basins, or other miscellaneous structures must be formed to include expansion points and materials as specified in Item 5 above. Contractor shall trench and install all piping associated with new slab drain apparatus from the drain outlet to a minimum of six feet beyond the finished edges of the slab at the appropriate depth, flow pitch, and line of sight direction for continuation and termination of piping by others.
  9. Forms shall be of wood or metal construction of sufficient strength and rigidity to retain shapes without deflection or springing. Wooden forms shall be finished at least one face and two edges, finished face shall be placed toward the slab. Metal forms must be free of rust, dirt, or grease, and all screws or bolts on the finished face are to be countersunk flush with the face. Forming should produce smooth mortar surface vertical facing of the work. Formed radius curves will be rejected. Irregular curves shall be formed in a smooth and continuous manner according to plans or instructions.
  10. Sub-Grade Material if soft and yielding subgrade is encountered all such material is to be removed and pea gravel, granulated slag, or bank run sand shall be installed and wet compacted to a minimum two inch depth or to a depth of suitable sub-soil.

#### M. Construction Methods

1. Excavation – Contractor shall excavate and sub-grade all work areas to sufficient depth for installation of specified concrete thickness, or to a depth of soil capable of sustaining proper compaction properties. Excavation is to extend at least three feet beyond the finished edges of

the work to provide sufficient space for forms and bracing. Contractor shall first skim all topsoil and stockpile on site for re-use by owner in backfill and final grading. Unless otherwise notified by owner, contractor shall remove excess fill from university property for disposal in a proper and acceptable manner. CONTRACTOR IS RESPONSIBLE FOR LOCATION, MARKING, AND AVOIDING DISTURBANCE TO UNDERGROUND UTILITY SERVICES. CONTRACTOR IS FINANCIALLY RESPONSIBLE FOR REPAIR OF DAMAGE TO UNDERGROUND CONDUIT, PIPING, CABLE, OR OTHER CONVEYANCE OR UTILITIES OR SERVICES. SUCH DAMAGE SHALL IMMEDIATELY BE REPORTED TO THE OWNER.

2. Selective Demolition – During replacement work, contractor shall mechanically demolish existing full slabs to an expansion joint or location(s) identified by owner and saw cut. Contractor shall remove all debris from university property for disposal in a proper and acceptable manner. Contractor may not re-use demolition debris for fill, sub-grade material, aggregate or reinforcement support of new work.
3. Sub-grade Preparation – Contractor shall water and mechanically compact sub-grade material. Soils suitable for sustaining compaction will be deemed sufficient. Soft and yielding sub-grade will require the contractor to employ the materials and procedures listed in Item I, L, 10. Powered compaction shall extend to three feet beyond edges of finished work. Hand tamping will be permitted only adjacent to existing slabs to avoid incidental damage.
4. Forms – Contractor shall provide and install all forms constructed of material described in Section I. L. 9. Contractor shall utilize personnel qualified and experienced in form-making carpentry for fabrication and installation. Portable, metallic forms may be utilized where appropriate and efficient. Forms are to be cleaned and oiled prior to use. Forms are to be placed to an elevation permitting proper drainage pitch of finished surface slab and surrounding landscaping or pavement. Forming of replacement slabs shall produce a smooth continuation of existing pavement slope free of obstructions or trip hazards. Settlement, within a period of one year, existing paving, shall be repaired at the contractor's expense by means of replacement.
5. Reinforcement – All reinforcing bar or wire fabric is to be supported by mechanical supports manufactured for the purpose. Reinforcing bar shall be installed in a one foot by two foot grid, securely tied at intersections as specified above. Placement of transverse joint dowels shall be installed by means of drilling the existing slab, placement of dowels using epoxy cement.
6. Mixing and Placing Concrete – Contractor shall request owner inspection of work prior to placement of concrete. Contractor may not proceed at this point without expressed approval of owner. All

surfaces not oiled shall be thoroughly moistened prior to pour. Placing of concrete shall be coordinated to continue in an uninterrupted manner to permit uniformity of mix and cure. Concrete shall be mechanically vibrated or hand spaded to fill all voids and until a mortar slurry is exposed on all finished surface(s). Concrete shall be hand struck to elevations specified.

7. Expansion Joints – 1/2" expansion joints shall be placed at intervals not exceeding twenty feet, at all returns, and opposite all expansion joints in adjacent curb or slab.
8. Troweling and Finishing – Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth, and finished to a medium broom finish. Brooming shall be transverse to the line of traffic and the broom shall be kept clean.
9. Curing - Concrete shall be cured for at least 72 hours. Curing shall be by means of moist burlap mats, membrane curing compound, or by vapor barrier. Contractor shall ensure that all pedestrian or vehicle traffic is excluded during the time of cure and that damage to surface finish is prevented.
10. Removal of Forms and Cleanup – All forms, material, equipment, and debris shall be removed from the site. Contractor shall remove with care and attention to finished surfaces. Contractor shall repair all incidental damage to owner's property caused by contractor's conveyance of materials or other contract activity.
11. Inspection – Owner must inspect all sites before the contractor makes the pour if the site is poured without inspection, then the **Contractor will not be paid**. Owner will inspect finished slab for structural soundness and proper finish. Honeycombing, through-cracks, or evidence of surface spalling will result in rejection of all or portions of the work. Corrective measures up to and including replacement at the contractor's expense, and the owner's discretion, may be required.
12. Landscaping – Any and all damage done due to removal of concrete or any type of masonry work shall be put back to existing conditions. Necessary replacement of all shrubbery or planting must be of equal size and type. All grass areas shall be top dressed, reseeded, covered with straw, and restored to original condition prior to final payment.

#### N. Location of Utilities

1. Cement Finishing is responsible for locating all utilities and repairs and any damage that may occur.



SECTION II – Contract Units

A. Estimates – Contractor will provide to owner, on request and at no cost, informational time and cost estimates based on contract unit prices for items of work under consideration.

B. Unit Pricing – Below shall include all materials, labor, equipment, tools, supplies, transportation, overhead, and profit to perform work as specified. Contractor shall provide a written **not-to-exceed quotation** with unit price breakdown to the owner for work requested. Contractor may not commence work until issued a written Notice to Proceed or approved purchase order.

C. Contract Units – Contract pricing units are defined as follows:

1. Finished six inch thick, 4,000 psi concrete slab over compacted soil with 1'x2' #4 rebar grid. All excavation, joint work, and ancillary work as described above included.

\$11.00  
Price per sq ft

2. Finished five inch thick, 4,000 psi concrete slab over compacted soil with 6 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

\$10.00  
Price per sq ft

3. Finished five inch thick, 3,000 psi, five bag mix, concrete slab over compacted soil with 10 gauge wire fabric. All excavation, joint work, and ancillary work as described above included.

\$10.00  
Price per sq ft

4. Additional excavation and removal from site of unsuitable sub-soil.

\$1.85  
Price per sq ft

5. Compacted two inch bed of pea gravel, bank run sand, or granulated slag.

\$1.50  
Price per sq ft

6. Compacted additional sub-grade material as listed in Item 5.  
\$3.50  
 Price per sq ft
7. Placement, piping, and finish of drainage apparatus:
- a. Drop Inlets  
\$1,050.00  
 Price Each
  - b. 12" x 12' Drain Boxes  
\$280.00  
 Price Each
  - c. 4" x 4' Perimeter Drains  
\$350.00  
 Price Each
  - d. 2' x 2' Drain Boxes and Grates  
\$400.00  
 Price Each
  - e. Poly Drain size 6" x 6" x 39" plus grates (heel proof)  
\$500.00  
 Price Each
8. Concrete Ramps – 12 inch rise per 12 foot run vertical and sloped surface finished.  
\$15.00  
 Price per sq.ft.
9. Masonry work repairing or laying of brick, block, or stone.  
 (Prevailing wage cost)  
\$70.00  
 Price per hour
10. 8 inch concrete blocks.  
\$46.00  
 Price per block
11. 12 inch concrete blocks.  
\$51.00  
 Price per block
12. 14 inch concrete blocks.  
\$56.00  
 Price per block
13. Brick size 4" x 8"  
\$13.00  
 Price per brick

14. Replacement of existing Brick Pavers	<u>\$11.00</u> Price per brick
15. New paver bricks	<u>\$12.75</u> Price per brick
16. Tear out demolition of existing concrete	<u>\$5.00</u> Price per sq. ft.
17. Concrete curb	<u>\$60.00</u> Price per lineal ft.
18. Sono tubes	<u>\$550.00</u> Per tube

### SECTION III – OWNER APPROVAL AND PAYMENT

- A. No Pre-Payment – Due to selective nature of work under the contract, the owner will not accept for processing any application for partial or progress payments against purchase orders issued for specific items of work quoted or completed. All ordered work must be completed prior to submittal of documents listed under III-B below for payment.
- B. Owner Approval and Pay Application – Following owner final inspection and approval of completed work, contractor shall submit to owner for payment the following items:
  - 1. Company invoice detailing total cost including original purchase order cost not to exceed quoted value as described in Section II-B plus the cost(s) of any previously submitted and approved change orders to the scope of the work.
  - 2. Delivery tickets for transit or plant mixed concrete indicating volume delivered, type of material, and specific delivery site.
  - 3. Delivery tickets for sub-grade aggregate material indicating volume delivered, type of material, and specific delivery site.
  - 4. Notarized contractor materials and workmanship warranty statement for completed work indicating the term as extending for two years from the date of owner's final approval.
  - 5. Notarized prevailing wage statement, listing all workers names and titles.

## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on 8/1/2014 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**TIME:** Time consumed in delivery or performance is of the essence.

**ORDERING PROCEDURE:** Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

**FUNDING PARAGRAPH:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Should this contract 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 charges are deleted.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.