


<b>Purchase Change Request</b>	 <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU21HVACCHILL
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FY 23	Buyer MW	Date 09/15/2022	Account	P.O. Date 09/01/2020	Contract MU21HVACCHILL
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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 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 type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. <b>NITRO CONSTRUCTION SERVICES, INC.</b> 4300 1ST AVENUE NITRO, WV 25143  Ph# 304-204-1500      Fax	Vendor Code <b>20-8844160</b>  FEIN# 20-8844160	<b>BOG Unit Name &amp; Address</b> 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
		<b>Change Order # <u>4</u></b>  MU School of Medicine, South Charleston, and Point Pleasant Chiller and HVAC Maintenance Services  To add (3) buildings located at South Charleston and Point Pleasant to the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.  Administration Building - \$8,400 yearly Academic Building - \$8,400 yearly MOVC - Pt. Pleasant - \$8,200 yearly  Effective date of renewal September 1, 2022 through August 31, 2023.		

Reason for Change: Add (3) additional buildings	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Michelle Wheeler      9/16/2022  
 Authorized Signature      Date

N/A  
 Attorney General if required      Date

ITEM NO.	DESCRIPTION	Annual Fee	QUARTERLY FEE	SEMI-ANNUAL FEE	MONTHLY FEE	TOTAL ANNUAL COST
1	Chiller Full Service/C Comprehensive Maintenance Contract	\$ 26,778.60	\$ 4,428.00	\$ 2,317.68	\$ 11,239.56	\$ 44,958.24
2	HVAC Full Service/Comprehensive Maintenance Contract	\$ 36,558.00	\$ 15,210.72	\$ 9,190.00	-	\$ 60,959.52
3	MUMC quarterly invoice for PM of HVAC	\$ -	\$ 6,750.00	\$ -	\$ -	\$ 27,000.00
4	BCC quarterly invoice for PM and HVAC	\$ -	\$ 4,050.00	\$ -	\$ -	\$ 16,200.00
5	MEB quarterly invoice for PM of HVAC	\$ -	\$ 6,210.00	\$ -	\$ -	\$ 24,840.00
6	Chapmanville-Coalfield Health Center quarterly for PM of HVAC	\$ -	\$ 1,620.00	\$ -	\$ -	\$ 6,480.00
7	Douglass Center	\$ -	\$ 2,970.00	\$ -	\$ -	\$ 11,880.00
8	School of Pharmacy	\$ -	\$ 4,879.44	\$ -	\$ -	\$ 19,517.76
9	Administration Building South Charleston	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00
10	Academic Building South Charleston	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00
11	MOVC Building Point Pleasant Campus	\$ 8,200.00	\$ -	\$ -	\$ -	\$ 8,200.00

\* Above pricing is a breakdown of each unit/location and how it should be billed.



Date: September 15, 2022

To: Marshall University Graduate College

Attn: Michelle Wheeler

Re: HVAC Labor & Material 9/1/2022 – 8/31/2023

Nitro Construction Services is pleased to provide the following letter of quotation. We would like to take a moment to thank you for allowing us the opportunity to provide this information and for your confidence in Nitro Construction Services to provide your HVAC service needs. Below you will find the scope of work to be performed under this quotation.

Scope of Work:

- HVAC Blanket PO Chillers Labor & Materials at South Charleston and Point Pleasant Campus.

<b>Administration Building.....</b>	<b>\$8,400.00</b>
<b>Academic Building.....</b>	<b>\$8,400.00</b>
<b>MOVC – Pt Pleasant.....</b>	<b>\$8,200.00</b>

*Notes and exclusions: All work is to be performed during normal business hours, Monday thru Friday, 7:30 am- 4:00 pm. Any repairs that are needed outside of the scope will be quoted as extra. If present, asbestos removal will be the responsibility of the customer.*

Thank you for allowing Nitro Construction Services the opportunity to provide the above information, and we look forward to being of service.

Sincerely,

*Randy Barnett*

Randy Barnett,  
Nitro Construction Services  
HVAC Division Manager

By signing below, the customer accepts the above proposal and authorizes the work to be performed. After signing, please fax or e-mail to us so that scheduling may occur and parts/equipment ordered if necessary.

Customer Signature: Michelle Wheeler Date: 9/16/22

**NITRO CONSTRUCTION SERVICES, INC.**

4300 First Avenue, 2nd Floor | P.O. Box 879 | Nitro, West Virginia 25143-1001 | nitrocs.com | 304.204.1500

**IMPORTANT:** This proposal incorporates by reference the terms and conditions attached/ enclosed with this proposal.

#### TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following term and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. required hereunder to be furnished by Nitro Construction Services shall be distributed under Nitro Construction Services supervision but at additional cost to Nitro Construction Services. Purchaser agrees to provide Nitro Construction Services with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Nitro Construction Services agrees to keep the job site clean of debris arising out of its own operation. Purchaser shall not back charge Nitro Construction Services for any costs or expenses without Nitro Construction Services's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Nitro Construction Services under this agreement, Nitro Construction Services's obligation under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Nitro Construction Services shall not operate to compel Nitro Construction Services to perform any work relating to hazardous or dangerous materials without Nitro Construction Services's express written consent.

2. **INVOICING & PAYMENTS.** Nitro Construction Services may invoice purchaser monthly, as approved by purchaser, for all materials delivered to the job site and for all work performed onsite. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Nitro Construction Services's initial invoice. Purchaser agrees to pay Nitro Construction Services the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses; to the extent payments are received.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Nitro Construction Services, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Nitro Construction Services shall (a) be excused from furnishing materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.
4. **WARRANTY.** Nitro Construction Services warrants that the equipment and material furnished shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Nitro Construction Services for a period of one year from installation. Nitro Construction Services warrants that for equipment furnished and/or installed but not manufactured by Nitro Construction Services, Nitro Construction Services will extend the same warranty terms and conditions which Nitro Construction Services receives from the manufacturer of said equipment. For equipment installed by Nitro Construction Services, if Purchaser provides written notice to Nitro Construction Services of any such defect within thirty (30) days after the appearance or discovery of such defect. Nitro Construction Services shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Nitro Construction Services shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Nitro Construction Services shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Nitro Construction Services or, alternatively, shall provide Nitro Construction Services with acceptable tax exemption certificates. Nitro Construction Services shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Nitro Construction Services shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Nitro Construction Services's control, including, but not limited to, acts of God, fire,

riots labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Nitro Construction Services.

8. **COMPLIANCE WITH LAWS.** Nitro Construction Services shall comply with all applicable federal, state and local laws and regulations and shall obtain temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the purchaser.
9. **INSURANCE.** Insurance coverage in excess of Nitro Construction Services's standard limits will be furnished when requested and required.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon either party unless accept by either party in writing.

of 1 | View All Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000114773	NITRO CONSTRUCTION SERVICES INC		Active	Inactive	
000000114774	Nitro Mechanical Services		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

▼ General Info

Vendor/Customer : 000000114773	Restrict Use by Department :
Legal Name : NITRO CONSTRUCTION	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : <input checked="" type="radio"/> Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : <input checked="" type="radio"/> Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : <input checked="" type="radio"/> No
Last Name :	Discontinue - No New Business :
Company Name : <span style="border: 1px solid black; padding: 2px;">NITRO CONSTRUCTION</span>	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 01/01/1999
	Active To :
	Last Usage Date : 09/16/2022
	Department :
	Unit :

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice


▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 09/17/2021 	Unemployment Insurance :
Registration Effective Date : 09/21/2021	Worker's Compensation :
Registration Expiration Date : 09/21/2022	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

[Top](#)

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#)  
[Vendor Business Types By Commodity](#)

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