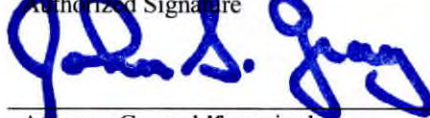


Purchase Change Request					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU24PLUMBING co2	
FY 26	Buyer LL	Date 07/24/2025	Account VARIES	P.O. Date 08/22/2023	Contract MU24PLUMBING co2		
Document ☐ Requisition (Cancellation only) ☐ Regular Purchase Order ☐ Contract Purchase Order ☒ Open End Contract Purchase ☐ Agreement				Document Action ☐ Cancellation ☒ Increase/Decrease ☐ Unused Balance ☐ Freight ☒ Renewal ☐ Extension Error ☐ Error in Total Amount ☐ Change of Account ☐ Change of Vendor Name/Address ☐ Other			
Vendor Name, Address, Phone #, etc. Phillip S Johnson Company Inc P.O. Box 1196 Barboursville, WV 25504			Vendor Code 52-2389866		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 304-302-2290		Fax shorty@psjplumbing.com		FEIN# 52-2389866			
Item#	Quantity	Description of Change			Unit Price	Extended Price	
		Change Order # 2 To make the following changes to contract MU24PLUMBING all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders. MARSHALL UNIVERSITY ATHLETICS PLUMBING SERVICES 1. To renew the contract. 2. To increase the pricing as stated on page 2. Contract Effective Date: August 22, 2025 - August 21, 2026 Renewal: Two (2) of Four (4) Renewals Remaining: 2 Vendor Contact: Phillip S. Johnson, shorty@psjplumbing.com					
Reason for Change: 1. To renew the contract. 2. To increase the pricing as stated on page 2.					Previous Total Increase Decrease New Total	\$ Open-end \$ - \$ - \$ Open-end	

Approved:


 Authorized Signature

 Attorney General if required

August 5, 2025

Date


 Date

Date

MU24PLUMBING co2
Marshall University Athletics Department
Plumbing Services Contract
Exhibit "A" Pricing Page

Item #	Item Description	Unit of Measure	Unit Price
	Hourly Rates		
1.	Hourly Rate: Normal Hours (8:00 a.m. to 5:00 p.m.)	Per Hour	\$ 90.00
2.	Hourly Rate: Overtime Rate	Per Hour	\$ 125.00
	Material Costs (Copies of material invoices are to be included with billing statements.)		
3.	Percent Markup on Materials	Percentage	15%
Non-Emergency Call Out The University does not pay trip charges or travel time for non-emergency service work. Emergency Call Out When the Contractor responds to an emergency call out, the University will pay a minimum of two (2) hours of the assigned technician's applicable rate. If emergency repairs require more than eight (8) hours, the Contractor will be expected to assign personnel to minimize overtime charges.			



Office of Purchasing

June 5, 2025

Renewal Letter

VIA EMAIL: shorty@psiplumbing.com

Mr. Phillip S. Johnson, Owner
 Phillip S. Johnson Company, Inc.
 P.O. Box 1196
 Barboursville, WV 25504

Re: Contract Renewal for MU24PLUMBING

Dear Mr. Johnson,

The above referenced contract expires on August 21, 2025. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract, **MU24PLUMBING** effective August 22, 2025, through August 21, 2026, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience. If you have any questions, please feel free to call me at 304-696-3056.

Sincerely,

Leeann Lemon

Leeann Lemon
 Contract Specialist

I agree to the current **MU24PLUMBING** for an additional one (1) year period under the same terms and conditions as the original contract.

☐ Yes ☐ No

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

Per email dated 7/22/25 MU Counter.

Signature

Date

7/22/25



Phillip Johnson <shorty@psjplumbing.com>

RE: 2ND REQUEST: RE: ACTION REQUESTED: MU24PLUMBING renewal

1 message

Lemon, Leeann <lemonl@marshall.edu>

To: Phillip Johnson <shorty@psjplumbing.com>

Tue, Jul 22, 2025 at 12:43 PM

Cc: "Lemon, Leeann" <lemonl@marshall.edu>, "Brown, Andrew" <brown613@marshall.edu>

Hello Mr. Johnson,

I am following up with you on the MU24PLUMBING contract renewal. After discussion with the Marshall team, we are countering with the increase as noted below.

	Current Contract	PSJ Proposed Increase	MU Counter
Hourly Rate	\$88.00/hr	\$92.00/hr	\$90.00/hr
Overtime Rate	\$112.00/hr	\$138.00/hr	\$125.00/hr
		15% material markup	

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract, **MU24PLUMBING** effective August 22, 2025, through August 21, 2026, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience. If you have any questions, please feel free to call me at 304-696-3056.

Thanks,

Leeann

LEEANN LEMON, M.S.

Contract Specialist | Office of Purchasing
O: 304.696.3056

Marshall University

One John Marshall Drive

Old Main 125

Huntington, WV 25755

Lemonl@marshall.edu

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: Phillip S. Johnson Company, Inc.

Authorized Signature: [Signature] Date: 7/16/25

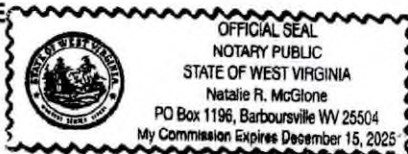
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 16th day of July, 2025

My Commission expires 12/15, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

Natalie R. McGlone

Purchasing Affidavit (Revised 01/19/2018)

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000196162	PHILLIP S JOHNSON CO INC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ General Info

Vendor/Customer : 000000196162	Restrict Use by Department : ☐
Legal Name : PHILLIP S JOHNSON CO INC	Miscellaneous Account : ☐
Alias/DBA :	Internal Account : ☐
Vendor Active Status : Active ▼	Third Party Only : ☐
Vendor Approval Status : Complete	Third Party Vendor : ☐
Customer Active Status : Inactive ▼	Third Party Customer : ☐
Customer Approval Status : Incomplete	Inventory Customer : ☐
Location Name :	Healthcare Provider : ☐
First Name :	Never Archive : ☐
Middle Name :	Restrict VSS Access : No ▼
Last Name :	Discontinue - No New Business : ☐
Company Name : PHILLIP S JOHNSON CO INC	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 : 06/27/2025
	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 : 03/13/2025 	Unemployment Insurance : ☐
Registration Effective Date : 03/27/2025	Worker's Compensation : ☐
Registration Expiration Date : 03/27/2026	Secretary of State Registration : ☐
Pre-Registration Code :	Federal Debarred : ☐

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

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