

Purchase Change Request



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

Order #
MU24PLUMBING

| | | | | | |
|----------|-------------|--------------------|-------------------|-------------------------|--------------------------|
| FY 25 | Buyer LL | Date 07/31/2024 | Account VARIES | P.O. Date 08/22/2023 | Contract MU24PLUMBING |
|----------|-------------|--------------------|-------------------|-------------------------|--------------------------|

| | | |
|--|---|--|
| 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 |
|--|---|--|

| | | |
|--|--|---|
| 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 # 1 <hr/> To renew the 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 Contract Effective Date: August 22, 2024 - August 21, 2025 Renewal: One (1) of Four (4) Renewals Remaining: 3 Vendor Contact: Phillip S. Johnson, shorty@psjplumbing.com | | |

| | | | |
|--|----------------|----|----------|
| Reason for Change: 1. Contract renewal | Previous Total | \$ | Open-end |
| | Increase | \$ | - |
| | Decrease | \$ | - |
| | New Total | \$ | Open-end |

Approved: Michelle Wheeler August 2, 2024
 Authorized Signature Date

Attorney General **if** required Date



Office of Purchasing

Renewal Letter

July 22, 2024

VIA EMAIL: shorty@psjplumbing.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, 2024. 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, 2024, through August 21, 2025, 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,

Lecann Lemon

Lecann 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.


Signature


Date

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

| Item # | Item Description | Unit of Measure | Unit Price |
|---|---|-----------------|------------|
| 3.1.1 | Plumbing Services | | |
| | Hourly Rates | | |
| 1. | Hourly Rate: Normal Hours (8:00 a.m. to 5:00 p.m.) | Per Hour | \$88.00 |
| 2. | Hourly Rate: Overtime Rate | Per Hour | \$112.00 |
| | Material Costs (Copies of material invoices are to be included with billing statements.) | | |
| 3. | Percent Markup on Materials | Percentage | 15 % |
| <p>Non-Emergency Call Out The University does not pay trip charges or travel time for non-emergency service work.</p> | | | |
| <p>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.</p> | | | |

CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board



NUMBER: WV034921

CLASSIFICATION:
PLUMBING

PHILLIP S JOHNSON CO
DBA PHILLIP S JOHNSON CO
PO BOX 1196
BARBOURSVILLE, WV 25504

DATE ISSUED

DECEMBER 07, 2022

EXPIRATION DATE

DECEMBER 07, 2023


Authorized Signature



Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

CITY OF HUNTINGTON CONTRACTOR LICENSE CERTIFICATE

PHILLIP S JOHNSON CO

6469 MERRITTS CK RD
HUNTINGTON, WV 25702

Business License #: 223
Renewal #: 2023-00000174

7/1/2023 to 6/30/2024

Business Classification:

Contractor

***** Important Notice *****

This certificate is NOT transferable and must be conspicuously displayed at the location for which issued. HAWKERS and PEDDLERS must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS must have a copy of this certificate displayed at job site. ALL license, tax and fees must be current to keep license in good standing. Engaging in business without conspicuously posting a valid certificate in the place of business is a violation of the Codified Ordinances of Huntington, West Virginia.

PHILLIP S JOHNSON CO
PO BOX 1196

BARBOURSVILLE, WV 25504

City of Huntington
P.O. Box 1659
Huntington, WV 25717
Phone: (304) 696-5540

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: 7/26/24

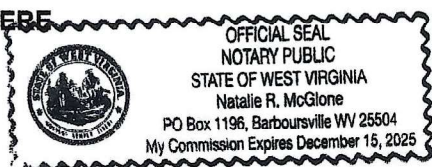
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 26th day of JULY, 2024.

My Commission expires Dec. 15th, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC Natalie R McGlone

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

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

▼ **General Info**

| | |
|--|--|
| Vendor/Customer : 000000196162 | Restrict Use by Department : <input type="checkbox"/> |
| Legal Name : PHILLIP S JOHNSON CO INC | Miscellaneous Account : <input type="checkbox"/> |
| Alias/DBA : <input type="text"/> | Internal Account : <input type="checkbox"/> |
| Vendor Active Status : Active ▼ | Third Party Only : <input type="checkbox"/> |
| Vendor Approval Status : Complete | Third Party Vendor : <input type="checkbox"/> |
| Customer Active Status : Inactive ▼ | Third Party Customer : <input type="checkbox"/> |
| Customer Approval Status : Incomplete | Inventory Customer : <input type="checkbox"/> |
| Location Name : <input type="text"/> | Healthcare Provider : <input type="checkbox"/> |
| First Name : <input type="text"/> | Never Archive : <input type="checkbox"/> |
| Middle Name : <input type="text"/> | Restrict VSS Access : No ▼ |
| Last Name : <input type="text"/> | Discontinue - No New Business : <input type="checkbox"/> |
| Company Name : PHILLIP S JOHNSON CO INC | Prevent MA Reference : <input type="checkbox"/> |
| Previous Name : <input type="text"/> | PunchOut Enabled : <input type="checkbox"/> |
| Previous Street : <input type="text"/> | Re-PunchOut Enabled : <input type="checkbox"/> |
| Previous City : <input type="text"/> | Electronic Order Enabled : <input type="checkbox"/> |
| Previous State/Province : <input type="text"/> | W-9 Received : <input type="checkbox"/> |
| Previous Country : <input type="text"/> | W-9 Received Date : <input type="text"/> |
| | W-8 Received : <input type="checkbox"/> |
| | W-8 Received Date : <input type="text"/> |
| | Accepts Credit Cards : <input type="checkbox"/> |
| | Active From : 01/01/1999 <input type="text"/> |
| | Active To : <input type="text"/> |
| | Last Usage Date : 07/23/2024 <input type="text"/> |
| | Department : <input type="text"/> |
| | Unit : <input type="text"/> |

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ **Fee and Vendor Compliance Holds**

| | |
|---|--|
| Fee Exempt : <input type="checkbox"/> | Tax Clearance : <input type="checkbox"/> |
| Registration Application Date : 03/27/2024 <input type="text"/> | Unemployment Insurance : <input type="checkbox"/> |
| Registration Effective Date : 03/27/2024 <input type="text"/> | Worker's Compensation : <input type="checkbox"/> |
| Registration Expiration Date : 03/27/2025 <input type="text"/> | Secretary of State Registration : <input type="checkbox"/> |
| Pre-Registration Code : <input type="text"/> | Federal Debarred : <input type="checkbox"/> |

▶ Executive Compensation

▶ Additional Information

▶ Travel

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