

Purchase Order		 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823			Purchase Order # MU17ELECTRIC		
TO: Dixon Electric Systems & Contracting, Inc. 3352 Norwood Road Huntington WV 25705 FEIN: 55 0760019 PHONE: 304-523-2712		Vendor Code: Ship to: JOBSITE Room # N/A		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN WVFIMS Account #:			
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
7/1/16	2017	JB					
CONTRACT ACCEPTANCE							
On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Dixon Electric Systems & Contracting, Inc.</u> signed by <u>Matthew Simms</u> Title <u>Vice-President</u> On <u>May 24, 2016</u> Approved as to form this <u>n/a</u> day of <u>n/a</u> , 2016 Patrick Morrissey, Attorney General By: <u>n/a</u> Chief Counsel Open-end Contract for: Electrical Contractor Services (labor) Effective July 1, 2016 through June 30, 2017 with the option to renew annually for four (4) additional years THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER							
Line No.	Fund	Org.	Account	Encumber Amount			
1.							
2.							
3.							
4.							
					Total:	Open-End	
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500							
					 Authorized Signature		
					Date		

PURCHASING CONTINUATION SHEET

Vendor: Dixon Electric Systems & Contracting, Inc. **Page No.** **MU17ELECTRIC**

Pricing

Hourly rates:

Normal Hours (From 8:00 a.m. to 5:00 p.m.)

A. \$ 70.39 per hour (Foreman)

B. \$ 65.59 per hour (Journeyman)

Overtime Rate

C. \$ 100.47 per hour (Foreman)

D. \$ 91.48 per hour (Journeyman)

Material Costs:

Marshall University will supply all materials for projects that are considered under this contract.

If materials would be required of the contractor, copies of material invoices are to be included with billing statements

Please indicate below your company mark-up on materials:

E. Cost plus percent 5% markup

Quotations:

F. Any emergency work that does not fall under this contract would be on a time and material basis plus mark-up, and a quotation would be required.

Trip Charges:

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.

PURCHASING CONTINUATION SHEET

Vendor:

SCOPE OF WORK

The Service Provider will perform electrical work to include repair, maintenance, and new installation at various facilities. The contractor may occasionally perform non-emergency work on weekends and outside normal business hours of 8:00 am to 5:00 pm, Monday through Friday. The University expects quality work that meets or exceeds minimum industry standards. Services will be requested through issuance of purchase orders. There is no guaranteed minimum amount of services to be ordered. No order exceeding \$100,000 will be issued. The University reserves the right to supply any or all materials.

Neither Contractor nor any personnel of Contractor will for any purpose be considered employees or agents of Owner. Contractor assumes full responsibility for the actions of Contractor's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

Scope of Services include the following:

1. Install ½ and ¾ inch conduit.
2. Install 2x4 lay in lights.
3. Install 8', 10', and 12' Pole Lights.
4. Trouble shoot and repair electrical side of HVAC systems.
5. Trouble shoot and repair motor control centers and variable speed drives.
6. Emergency power restoration.
7. Install or repair electrical circuits.
8. Trouble shoot and repair handicap door openers.
9. Trouble shoot and repair or install uninterrupted power supplies.
10. Trouble shoot and repair generator switch gear.
11. Trouble shoot repair, or replace transformers.
12. Trouble shoot repair or replace pump controls, floats and pumps.

PURCHASING CONTINUATION SHEET

Vendor: _____

Service Provider Requirements

Provide normal services as established in the work request.

Provide emergency or urgently requested services within one (1) hour of request.

Provide phone number to request emergency or urgently needed services after normal work hours: Matt Simms 304-751-0212

Carry insurance levels and provide bonding if required

Label all new panels, wiring, and equipment installed.

Comply with University recycling and solid waste reduction policies

Clean-up job site at the end of each day and at work completion.

Obtain any needed permits for repair or installation work and provide a copy of the permit to University representative before work is started.

Conduct - Contractor shall ensure that his forces conduct their work in a professional and workmanlike manner. The University expects work of the highest quality be completed in a timely and courteous manner consistent with the nature of the Residence. The University reserves the right to require removal of unacceptable personnel by the contractor from the work site for any reason.

Contractor Warranty - Contractor shall warrant his materials and workmanship to be free of defects under normal use for a period of one year.

Duties - The contractor shall provide all taxes, permits, fees, insurance, liability, compensation and all other items necessary to render the University free and harmless from all claims arising from services performed under this contract. Contract insurance, liability, and compensation shall be sufficient to cover contractor's employees and the public in general. License fees and bonds reference to bid documents.

Insurance - All Contractors, subcontractors, or other persons performing construction services shall purchase and maintain for the duration of the work hereunder insurance coverage in such amounts as may be required by Owner, but in any event no less than \$500,000 in Commercial General Liability coverage, Excess \$1,000,000. The Certificate of Coverage shall be signed by an authorized agent, shall list the Owner as additional insured, and shall provide for at least thirty (30) days prior written notice of cancellation to the Owner. Proof of insurance must be attached to this Agreement upon execution.

Workman's Compensation - The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.

Conduct Quality and Inspection of Work - Owner reserves the right to visit the work site for inspection or other purpose at any time during the course of the work. The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection thereof.

PURCHASING CONTINUATION SHEET

Vendor:

Contractor warrants that the work is of good quality and workmanship; is in full conformity with any specifications, drawings, models or samples; exceeds or meets Owner standards; and is fit for the purpose intended by Owner. All services or materials not conforming to Owner's requirements, including unauthorized substitutions, shall be considered defective and Contractor shall promptly correct such defective services or replace such defective materials at Contractor's sole expense. No payment for or acceptance of materials or services by Owner shall constitute a waiver of any of the foregoing, nor shall anything herein contained be construed to exclude or limit any warranties implied by law.

Submittals - With manufacturer's product data for all products being used.

Contractor's License - Contractor affirms that all statements, attestations and information provided by Contractor are true and correct, including that the work covered by this Agreement is within its scope of license to conduct contracting services in the State of West Virginia; the Contract License Number is in good standing and in compliance with the laws of the State of West Virginia issued in the exact name of the contractor listed in the caption of this Agreement; the Contractor has not allowed any person or business to use its contractors license; and that the Contractor has no outstanding judgments or active complaints by any individual, entity, or the State of West Virginia or any agency thereof.

Subcontracting - The Contractor may subcontract such portions of the work as is customary in the carrying out of similar work, with the written approval of Owner. No subcontract shall relieve the Contractor of any of its obligations under this Agreement or impose any liability upon the Owner.

Hazardous Materials/Substances - Contractor shall identify material containing any hazardous substance by name, and all products/materials used pursuant to this Agreement shall be new and contain less than 1% asbestos.

Specifications Drawings and Other Documents - All specifications, drawings, and Other documents, if provided by the Owner in connection with or arising out of this Agreement shall be used by the Contractor solely for the purpose of carrying out the work and for no other purpose and shall remain the property of or become the property of the Owner and be returned to the Owner upon request.

Compliance - The Contractor, subcontractor, and other persons performing work pursuant to this Agreement shall be in compliance with all federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, contractor licensing, and workers compensation. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

Health and Safety - Contractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees, and that Owner bears no duty or legal responsibility to supervise Contractor's personnel.

PURCHASING CONTINUATION SHEET

Vendor:

Indemnification - Contractor agrees to hold harmless Owner, its Board of Governors, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Contractor under this Agreement.

Warranties - Contractor shall honor, and/or shall assign to Owner, any commercial guarantees and warranties offered by the manufacturer. Contractor warrants that all construction work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Agreement. Without restricting any other term of the Agreement or any condition, warranty, or provision implied or imposed by law, Contractor shall, if requested by the Owner within twelve months from date of delivery, repair or replace at its own expense any work or any material which becomes defective or fails to conform to the Agreement requirements.

Liens or Claims - Contractor warrants the equipment and/or materials furnished under this Agreement are unencumbered and not subject to any lien or claim.

Waiver - The waiver of any breach of this Agreement by Owner shall not constitute a waiver of any subsequent breach, nor shall any payment for goods delivered, services or construction performed constitute such waiver.

Assignment - This Agreement, including the right to receive payment, is not transferable or otherwise assignable without the express prior written consent of Owner.

Time of Essence - Time shall be deemed to be of the essence of this Agreement.

Force Majeure - Contractor or Owner may delay delivery or acceptance occasioned by causes beyond Contractor's or Owner's reasonable control. If such delay exists beyond a period of five (5) working days, Owner, at its own option, shall have the right to: (a) terminate the Agreement, in whole or in part, (b) suspend the Agreement for the duration of the delaying cause, (c) resume performance under the Agreement once the delaying cause ceases, or (d) extend the effective dates up to the length of time the contingency endured, all without liability to the Contractor.

Termination, Delays and Excused Performance - Owner may by written notice terminate this Agreement for convenience, in whole or in part, at any time. Owner shall pay Contractor for work completed, delivered and accepted prior to termination. Owner may terminate the Agreement, in whole or in part, due to Contractor's default; in such event, Contractor shall be liable for any damages incurred by Owner that are a consequence of such breach. If a delay is determined to have been caused by Owner, the time for performance and the price of the Agreement may be subject to adjustment.

PURCHASING CONTINUATION SHEET

Vendor:

Disputes - Any dispute concerning this Agreement shall be submitted by the Contractor to the West Virginia Court of Claims, and may be filed by Owner in any court having proper jurisdiction.

Applicable Law - The laws of the State of West Virginia and the Procedural Rules of the Marshall University Board of Governors shall govern this Agreement.

Non-Funding - All services performed or goods delivered under this Agreement are contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available, this Agreement becomes void and of no effect after June 30.

Entirety - This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior agreement or understanding will be effective.

Scheduling

All work must be scheduled and approved by Tony Crislip Assistant Director of Physical Plant or his designee. Dixon Electrical System and Contracting, Inc., will be required to submit a complete work schedule of dates and times that the contractor will work. There will be some scheduling around events.

Notice to Proceed - Owner shall give start dates. The fully executed purchase order will be considered notice to proceed.

Changes on Scope - The Contractor shall not increase or decrease the scope of work without the prior written consent of the Owner. All such changes shall be documented by issuance of a Change Order.

Contractor Use of Premises

General: Limit use of the premises to construction activities in areas indicated, allow for Owner occupancy and use by the public.

1. Confine operations to areas within Contract limits.
2. Contractor must keep driveways and entrances serving the premises clean and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

PURCHASING CONTINUATION SHEET

Vendor:

3. **Cleanup:** Contractor shall remove and dispose of all materials and other debris from the work site and shall dispose of such materials pursuant to all applicable federal, state, and local laws, regulations and ordinances. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

Use of the Existing Building: Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

Temporary Facilities: The contractor shall have use of restrooms, water, and electricity at the Owner's expense provided abuse does not occur. The Contractor shall repair any damages to restrooms.

Partial Owner Occupancy: The Owner shall occupy the sites and existing buildings during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

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.

Safety Measures and Protection of Job Site - 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.

Safety Barricades - Provide Safety Barricades around all work areas where work is being performed.

Delivery and Storage - Packaged materials shall be delivered to site in original unopened containers. All materials shall be stored on pallets or platforms in dry areas and protected from damage until used.

PURCHASING CONTINUATION SHEET

Vendor: _____

Cost Estimates and Billing

All job cost estimates must be prepared using prices established in the Pricing section.

Billing invoices for completed jobs must use the prices established in the Pricing section. It is not the intent of the contract to procure materials unless an emergency situation incurs the need to do so. In these circumstances the vendor must show mark-up on materials. Copies of material invoices must be included with the billing invoices.

The Purchase Order Number must be included on the billing invoices along with the site address. Changes and additions must be approved by the University and a change order will be issued as authorization to change from the original work order.

Project Closeout and Payment

Payment - Owner shall pay Contractor for all labor, materials, supplies and services. Payment shall be made upon completion of the Services. Contractor shall be liable for payment of all applicable federal, state and local taxes including, but not limited to, Business & Occupation Tax and by accepting payment from Owner hereby attests that all such obligations have been satisfied. Owner, if requested, may require proof of such satisfaction prior to payment for services rendered pursuant to this Agreement. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

No Pre-Payment - due to the selective nature of work under the contract, the owner will not accept for processing any application for partial or progress payment against purchase orders issued for specific items of work or quoted or completed. All ordered work must be completed prior to submittal of documents.

Owner Approval and Pay Application - the vendor shall submit an original and four copies of an itemized invoice. The invoice must provide enough detail to properly audit it against the contract. Also, it must be dated and reflect the contractor's name and address, purchase order number, and dates of service or construction. Submit any previously approved change orders to the scope of the work.

Accompany the pay request with the following documents and submittals:

- Inspection Certificate - signed by owner accepting quality.
- Literature - For approval, submit copies of manufacturer's standard printed literature for all products used on said project.
- Protection - correct any damage by cleaning, repairing, replacing, or repainting, as acceptable to owner prior to final payment. (All items must be restored to original conditions prior to final payment).

PURCHASING CONTINUATION SHEET

Vendor:

- Notarized Warranty - notarized contractor materials and workmanship warranty statement for completed work indicating the term as extending for two years from the date of owner final payment.

Arbitration - any reference made to arbitration or interest for payments due (except for any interest required by state law) contained in this contract or in any American Institute of Architects documents pertaining to this contract is hereby deleted.

PURCHASING CONTINUATION SHEET

Vendor: _____

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on July 1, 2016 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.

PURCHASING CONTINUATION SHEET

Vendor: _____

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Marshall University 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 and/or contract.

Any request for changes or corrections to the final contract must be submitted in writing to the Director of Purchasing in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

All purchases of tangible personal property incorporated into a building or other structure at Marshall University are subject to the West Virginia consumer sales tax. The tax of 7% is applicable to materials only. However, vendors must register with the City of Huntington and pay a business and occupation tax of 2% on the total contract price.

Marshall University may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract. The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

PURCHASING CONTINUATION SHEET

Vendor:

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Note: For payment purposes only the Contract will be extended an additional 60 days.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$1500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

PURCHASING CONTINUATION SHEET

Vendor: _____

DOMESTIC ALUMINUM, GLASS, & STEEL IN PUBLIC WORKS PROJECTS

In accordance with West Virginia Code § 5-19-1 ET. seq., every contract for construction, reconstruction, alteration, repair, improvement, or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel products are required, the State will accept only aluminum, glass, or steel products produced in the United States. In addition, items of machinery or equipment purchased for use at the site of public works shall be made of domestic aluminum, glass, or steel unless the cost of the project is less than \$50,000 or less than 10,000 pounds of steel are used in public works projects.

Foreign made aluminum, glass, or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is 20%, or more, higher than the bid price for foreign made products. If the domestic aluminum, glass, or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, foreign products may be supplied only if domestic products are 30% or more higher in price than the foreign made products.

If, prior to the award of a contract under the above provisions, the spending officer of the spending unit determines that there exists a bid for like foreign aluminum, glass, or steel that is reasonable and lower than the lowest bid for domestic products, the spending officer may request, in writing, a re-evaluation and reduction in the lowest bid for such domestic products. All vendors must indicate in their bid if they are supplying foreign aluminum, glass, or steel.

PURCHASING CONTINUATION SHEET

Vendor: _____

NON-APPROPRIATION

Pursuant to the West Virginia Constitution, the State cannot enter into any contract or agreement which would obligate the Legislature beyond the current fiscal year. Therefore, goods to be delivered and/or services to be performed under this contract or agreement are to be continued in succeeding fiscal years for the term of the contract or agreement and any subsequent renewals, contingent upon funds being appropriated by the Legislature for the goods and/or services. In the event of non-appropriation of funds for the goods and/or services, the payments including any interest, shall be canceled in whole, without penalty to the State at the end of the then current fiscal year, with this contract or agreement becoming null and void after June 30. The State shall return any equipment not paid for to the vendor, together with a release of the State's title and interest therein. The State spending unit will make reasonable efforts to obtain the necessary funds to avoid cancellation of the contract or agreement, and will provide written notice to the vendor in the event of non-appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

However, in accordance with § 12-3-12 of the West Virginia Code, appropriations for buildings and land shall remain in effect, and shall not be deemed to have expired until the end of the three years after the passage of the act by which such appropriations are made.

PURCHASING CONTINUATION SHEET

Vendor: _____

LICENSING REQUIREMENT

1. The prime contractor who is awarded this contract is required to submit a list of all subcontractors on this project to:

West Virginia Division of Labor
Building 6, Room 749B, Capitol Complex
Charleston, WV 25305

2. The prime contractor must further notify all subs of their responsibility to register with:

West Virginia Tax Department	(304) 558-3333
Workforce West Virginia	(304) 558-2624
Office of Insurance Commissioner Workers' Comp.	(304) 558-6279x1202
Secretary of State	(304) 558-8000
West Virginia Department of Labor	(304) 558-7890
West Virginia Development Office	(304) 558-2960

Contractors' licenses to work in West Virginia will be issued to subs only after they have registered with each of the above agencies.

3. Every contractor who has been in business in West Virginia less than five years is required to furnish a bond to cover wages and fringe benefits for its employees. For further information, please contact the Wage and Hour Division at (304) 558-3797.

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: Dixon Electrical Systems & Contracting, Inc.

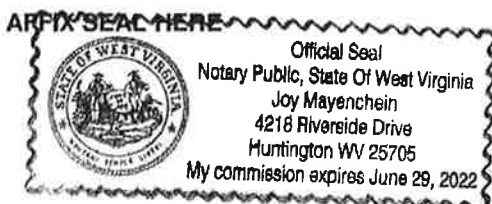
Authorized Signature: [Signature] Date: 5/24/2016

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 24th day of May, 2016

My Commission expires June 29, 2022, 20 .



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Cabell, **TO-WIT:**

I, Matthew Simms, after being first duly sworn, depose and state as follows:

1. I am an employee of Dixon Electrical Systems & Contracting, Inc.; and,
(Company Name)
2. I do hereby attest that Dixon Electrical Systems & Contracting, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Dixon Electrical Systems & Contracting, Inc.
(Company Name)

By: 

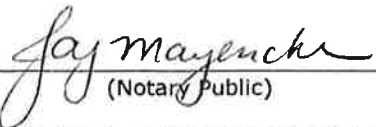
Title: Vice President

Date: 5/24/2016

Taken, subscribed and sworn to before me this 24th day of May 2016

By Commission expires June 29, 2022

(Seal)  Official Seal
Notary Public, State Of West Virginia
Joy Mavenschein
4218 Riverside Drive
Huntington WV 25705
My commission expires June 29, 2022


(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728		CONTACT NAME: Kathy Winters PHONE (A/C, No, Ext): (304) 697-7650 FAX (A/C, No): (304) 697-7699 E-MAIL ADDRESS: kwinters@thornburgagency.com															
INSURED Dixon Electrical Systems & Contracting Inc 3352 Norwood Road Huntington WV 25705		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers</td> <td>39357</td> </tr> <tr> <td>INSURER B: BrickStreet Mutual Insurance</td> <td>12372</td> </tr> <tr> <td>INSURER C: Argonaut Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers	39357	INSURER B: BrickStreet Mutual Insurance	12372	INSURER C: Argonaut Insurance Co		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER: 2016 MASTER COI		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		D-CO 4F384016 TIA 16	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		DT-810 4F390164 TIA 16	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEF ☒ RETENTION \$ 10,000		DTSM-CUP 4F384016 TIL 16	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB1019715	7/1/2015	7/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		QT-660-SD737287-COF-16	1/1/2016	1/1/2017	\$200,000 limit
C	Ohio Stop Gap		WC 927988391134	7/1/2015	7/1/2016	\$1,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER		CANCELLATION	
Evidence of Insurance		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE Adam Yeager/KGW <i>Adam Yeager</i>	



CITY OF HUNTINGTON
Finance Division

**CONTRACTOR LICENSE
CERTIFICATE**

DIXON ELECTRICAL SYSTEMS & CONTRACTING INC
3352 NORWOOD RD
HUNTINGTON, WV 25705

Business License #: 103

7/1/2015 to 6/30/2016

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.

DIXON ELECTRICAL SYSTEMS & CONTRACTING INC
3352 NORWOOD RD

HUNTINGTON, WV 25705-3950

City of Huntington
P.O. Box 1659
Huntington, WV 25717
Phone: (304) 696-5969



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV028601

Classification:

ELECTRICAL

DIXON ELECTRICAL SYSTEMS & CONT INC
DBA DIXON ELECTRICAL SYSTEMS & CONT INC
3352 NORWOOD RD
HUNTINGTON, WV 25705-3950

Date Issued

JULY 09, 2015

Expiration Date

JULY 09, 2016

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.