

**Purchase
Change Request**



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

Order #
MU17ELECTRIC

| | | | | | |
|----------|-------------|-------------------|---------|-----------------------|--------------------------|
| FY 22 | Buyer TD | Date 5/28/2021 | Account | P.O. Date 7/1/2016 | Contract MU17ELECTRIC |
|----------|-------------|-------------------|---------|-----------------------|--------------------------|

| | | |
|--|--|--|
| Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input checked="" type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement | Document Action <input type="checkbox"/> Cancellation <input checked="" 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. Dixon Electric Systems & Contracting Inc. 3352 Norwood Rd. Huntington, WV 25705-3950 | Vendor Code | BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 |
| Ph# (304) 523-2712 | Fax | FEIN# 55-0760019 |

| Item# | Quantity | Description of Change | Unit Price | Extended Price |
|-------|----------|---|------------|----------------|
| | | <p align="center">Change Order# 5</p> <p>To extend contract according to all terms, conditions and specifications contained in the original contract including all authorized change orders. Prices are contained in the following document.</p> <p align="center">Electric Contractor Services</p> <p align="center">Effective Date(s): July 1, 2021 - June 30, 2022</p> | | |

| | | |
|---|----------------|-------------|
| Reason for Change: Extend with Price Increase | Previous Total | \$ Open End |
| | Increase | \$ |
| | Decrease | \$ |
| | New Total | \$ Open End |

Approved:

Tracy Grandolini
Authorized Signature

5/28/2021
Date

N/A
Attorney General if required

Date

Price Sheet

| <u>Rates/Hr.</u> | <u>Now Reads</u> | <u>Change to Read</u> |
|---------------------|------------------|-----------------------|
| Normal Hourly Rate: | | |
| A. Journeyman | \$76.95 | \$78.49 |
| B. Apprentice | \$71.71 | \$73.14 |

Overtime Hourly Rate:

| | | |
|---------------|----------|----------|
| C. Journeyman | \$109.82 | \$112.02 |
| D. Apprentice | \$100.00 | \$102.00 |

E. Cost for Materials is cost plus 5%

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.

Office of Purchasing

May 7, 2021

Mr. Matthew Sims
Dixon Electric Systems & Contracting Inc.
3352 Norwood Road
Huntington, WV 25705

Re: Extension MU17ELECTRIC

Mr. Sims,

The above referenced contract related service expire on June 30, 2021. There is a provision to modify the contract upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU17ELECTRIC** effective July 1, 2021 through June 30, 2022 under the same terms and conditions.

Please return the letter and the Purchasing Affidavit.

If you have any questions, please feel free to call me at 304-696-3157.

Sincerely,



Tracey Brown-Dolinski
Assistant Director of Purchasing

I agree to extend the current contract **MU17ELECTRIC** for an additional one (1) year period under the same terms and conditions.

Yes No

Yes, subject to the following changes in the attached letter


Signature

05/24/2021
Date

Matthew Simms
Printed Name

Vice President
Title

Comments: _____

WE ARE... MARSHALL.

One John Marshall Drive • Huntington, West Virginia 25755-4100 • Tel 304/696-2821

A State University of West Virginia • An Affirmative Action/Equal Opportunity Employer

May 24, 2021

Marshall University
Attn: Assistant Director of Purchasing
1 John Marshall Drive
Huntington, WV 25755

RE: MU Electrical Maintenance Agreement Renewal

To Whom It May Concern,

We received your notice regarding the renewal of our MU Maintenance Agreement set to expire on June 30, 2021. We would like to negotiate new rates since our union benefits increased by 2% effective June 1, 2021.

We request our rates to be the following:

| | |
|-----------------|-----------------------|
| Foreman Rate | \$78.49 |
| JW Rate | \$73.14 |
| Foreman OT Rate | \$112.02 |
| JW OT Rate | \$102.00 |
| Material Markup | 5% (Remains the same) |

This is a 2% increase over last year's rate which we feel is justifiable.

We look forward in continuing to work with you.

Respectfully,

Matthew Simms
Vice President

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: Dixon Electrical Systems & Contracting Inc.

Authorized Signature: [Signature] Date: 05/24/2021

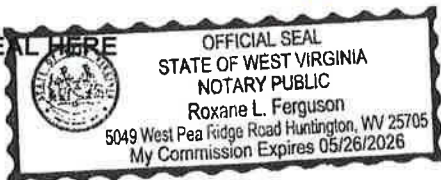
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 24 day of May, 2021.

My Commission expires May 26, 2026

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)