CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, July 19, 2021
6:15 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 7-6-2021

II. RESOLUTIONS:

a. Resolution No. 505-21 - Authorizing the Mayor to submit a substantial amendment to the City of Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

b. Resolution No. 506-21 - Authorizing the Mayor or City Manager to co-sponsor a grant application with the Charleston Rotary Club to be submitted to The Greater Kanawha Valley Foundation to benefit the revitalization of Celebration Station.

c. Resolution No. 507-21 - Authorizing the Mayor or City Manager to submit an application to the US Department of Justice for funds to purchase 90 body-worn cameras for the Charleston Police Department.

d. Resolution No. 508-21 - Authorizing the purchase of 1,000 specialty folding chairs and 17 transport carts for the Charleston Coliseum and Convention Center.

e. Resolution No. 509-21 - Authorizing the purchase of various emergency medical equipment for the Charleston Fire Department's ambulance fleet.

f. Resolution No. 510-21 - Authorizing the purchase of various computer equipment for the City of Charleston and the City Parking System.

g. Resolution No. 511-21 - Authorizing the renewal of an annual software maintenance contract for the provision of a records management system for the Charleston Police Department.

h. Resolution No. 512-21 - Authorizing approval of Amendment No. 1 of the FY 2021—2022 General Fund Budgets.

i. Resolution No. 513-21 - Authorizing the purchase of bituminous concrete.

j. Resolution No. 514-21 - Authorizing approval of Amendment No. 1 of the FY 2021—2022 Coal Severance budget.

k. Resolution No. 516-21 - Authorizing the Mayor or City Manager to approve Change Order No. 1 to a concrete pavement contract to account for additional repairs needed along Kanawha Boulevard between Magic Island and the Elk River.

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

MINUTES
FINANCE COMMITTEE MEETING
6:150 P.M., JULY 6, 2021
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., July 6, 2021.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Becky Ceperley
Mary Beth Hoover

Members Absent:
Brent Burton
Will Laird

Other Councilmembers Present:
Adam Knauff
Keeley Steele

I. <u>DISCUSSION:</u>

a. <u>Approval of Previous Minutes</u> - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the June 22, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. <u>RESOLUTIONS:</u>

a. Resolution No. 499-21 – Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta to purchase various classes and sizes of aggregate stone at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Martin Marietta to purchase various classes and sizes of aggregate stone at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year.

City Manager, Jonathan Storage added that each year, the Street Department puts out a bid for various classes and sizes of aggregate stone for the maintenance and repair of City streets.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 499-21 approved.

	Martin Marietta 300 Star Ave. Ste: 312 Parkersburg WV, 26101 304-485-6994 joseph.mccallister@martinmarietta.com	**Shamblin Stone Inc.** 70 Dunbar Ave Dunbar WV, 25064 304-766-7318 tmattox@wvpaving.com	
Item	**Price per Unit**		
River Gravel			
River Gravel #57	$25.95 ($24.91)	$29.70 ($28.51)	
Masonry Sand	$25.25 ($24.24)	$27.15 ($26.06)	
Dry Bed	$17.60 ($16.89)	$23.95 ($22.99)	
Limestone			
#2	No Bid	No bid	
#3	$26.95 ($25.87)	$27.55 ($26.44)	
#57	$26.95 ($25.87)	$27.55 ($26.44)	
#67	No bid	$28.25 ($27.12)	
1 1/2 Crusher Run	$22.50 ($21.60)	$27.05 ($25.15)	
#467	No bid	$27.55 ($26.44)	
4" x6"	$34.25 ($32.88)	$29.40 ($28.22)	
Local Vendor Preference (4%)	**YES- 4% is calculated above in parenthesis**	**YES - 4% is calculated above in parenthesis**	

b. Resolution No. 500-21 - WHEREAS, the McGee Foundation established the City of Charleston Donor Designated Fund ("Fund") with The Greater Kanawha Valley Foundation ("TGKVF") as of December 31, 2020, a copy of said TGKVF Fund Agreement and Joinder ("Fund Agreement") is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the McGee Foundation provided a donation in the amount of $250,000 to the TGKVF Fund for designated projects and purposes relating to the West Side of the City of Charleston; specifically to be used to create a master plan for improving the lives of all people of every age living and working on the West Side of the City of Charleston and to restore the economic vitality of the West Side Community; and

WHEREAS, the Fund Agreement calls for the City to expend funds in furtherance of the stated purpose of the McGee Foundation's donation and provides that TGKVF will distribute monies from the TGKVF Fund to the City consistent with the terms and conditions of the Fund Agreement; and

WHEREAS, the McGee Foundation has expressed its full support and confidence in the City Administration to expend the donated funds in conformity with the TGKVF Fund Agreement; and

WHEREAS, the TGKVF Fund Agreement the City to engage a third-party organization with a track record of proven results in similar efforts in other cities to coordinate and manage the creation of the master plan; and

WHEREAS, having completed a detailed proposal review and evaluation process, the City Administration recommends the hiring of Jackson/Clark Partners to coordinate, manage, develop, and implement the master plan.

NOW, THEREFORE, be it resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into one or more contracts for services with Jackson/Clark Partners to coordinate, manage, develop, and implement the master plan, including the retention of other competent persons or firms to provide services or materials & supplies in furtherance of plan implementation; provided that TGKVF will distribute monies from the TGKVF Fund pursuant to the terms of the TGKVF Fund Agreement to the City of Charleston and that the authorization made by this resolution may not exceed the cumulative sum of $250,000.

Storage added that the McGee Foundation has donated $250,000 to the City in order to develop and implement the plan that is contained within the resolution. Steve Kawash, representing the Foundation, added that the purpose is to set up a community-based embedded philanthropy approach that lets the community and residents drive what they will do. They will form a Steering

Committee who will tell the Foundation what the issues are facing the West Side. A consultant will expand on that, and discuss it further with the residents in order to ensure that the Foundation fully understands their needs. Their intent is to be there for the long term, 10-15 years.

Mayor Goodwin thanked the McGee Foundation as it is a substantial amount of money for a monumental project. It is truly a community-centered approach.

Councilmember Adams thanked the Foundation.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 500-21 approved.

c. <u>Resolution No. 501-21</u> - Authorizing the Mayor or City Manager to enter into a contract with Hanson Ready Mix for the purchase of approximately 1,000 cubic yards of portland cement pursuant to a competitive bidding process, where the prices to be charged are included in Exhibit A, attached hereto, and the prices will be fixed for one year.

   <u>Be it Resolved by the Council of the City of Charleston, West Virginia</u>:

   That the Mayor or City Manager is authorized to enter into a contract with Hanson Ready Mix for the purchase of approximately 1,000 cubic yards of portland cement pursuant to a competitive bidding process, where the prices to be charged are included in Exhibit A, attached hereto, and the prices will be fixed for one year.

Storage added that this is also a yearly contract. The price is in-line with previous contracts.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 501-21 approved.

	Hanson Ready Mix 1105 9th St Vienna Wv, 26105 304-485-2191 bradley.rucker@lehighhanson.com
Item	**Price per Unit**
(a) Full Load (unload in 30 min or less, per cu. yard, delivered	
Class A 3500# Concrete (per cubic yard)	$140 ($134.40)
Class B 3000# (per cubic yard)	$140 ($134.40)
Class C 2500# (per cubic yard)	$135 ($129.60)
Class D 2000# (per cubic yard)	$129 ($123.84)
Controllable Low Strength Material (per cubic yard)	$111 ($106.56)
(b) Partial Load Charge (if applicable)	$125 ($120.00)
Unloading charge past 30 minutes (hour)	$100 ($96)
Cost of adding Fiber to Concrete (per cubic yard)	$7.75 ($7.44)
Fuel Surcharge (per load)	$15.00 ($14.40)
Local Vendor Preference (4%)	**YES- deduction is taken above in parenthesis**

d. Resolution No. 502-21 - Authorizing the Mayor or City Manager to enter into a contract with Compass Minerals for the purchase of approximately 6,000 tons of road salt at a rate of $79.84 per ton pursuant to a competitive bidding process, where the price will remain fixed for one year.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Compass Minerals for the purchase of approximately 6,000 tons of road salt at a rate of $79.84 per ton pursuant to a competitive bidding process, where the price will remain fixed for one year.

Storage added that this contract in "on-call," meaning that the City only buys what it will need to keep the supplies at the level that Public Works has identified, typically 7,000 tons.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 502-21 approved.

	Morton Salt 444 West Lake Street, Ste: 3000 Chicago, IL 60606 855-665-4540 bids@mortonsalt.com	**Compass Minerals** 99000 W 109th St Overland Park KS 800-323-1641 highwaygroup@compassminerals.com	**Cargill Incorporated** 24950 Country Club Boulevard North Olmstead OH 44070 800-600-7258 salt_customercareroadsafety@cargill.com	
Item	**Price per Unit**	**Price per Unit**	**Price per Unit**	
1. Price Per Ton	$94.73	$79.84	$89.55	
Local Vendor Preference (4%)	**Did not apply**	**($3.19) $76.65**	**Did not apply**	

e. Resolution No. 503-21 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction for concrete sidewalk & accessible ramp project construction services for $457,487.50, pursuant to a competitive bidding process.

   Be it Resolved by the Council of the City of Charleston, West Virginia:

   That the Mayor or City Manager is authorized to enter into a contract with McClanahan Construction for concrete sidewalk & accessible ramp project construction services for $457,487.50, pursuant to a competitive bidding process.

Storage added that this is also a yearly contract, adding that the Administration is very much in favor of ADA compatibility. He added that this year's cost is significantly more than the previous year due to various market forces and an increase in the amount of work being done. The project cost will be covered by CDBG funds.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 503-21 approved.

f. Resolution No. 504-21 - Authorizing the Mayor or City Manager to enter into a service contract with Suttle & Stalnaker, PLLC to conduct the City's single audit for FY 2021 in the amount of $82,080 in accordance with Federal OMB Circular A-133, where the cost includes $76,000 to Suttle & Stalnaker for the audit contract and $6,080 to the WV State Auditor's Office for a processing fee and where Suttle & Stalnaker, PLLC was selected through an evaluation process prescribed by the WV State Auditor's Office.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a service contract with Suttle & Stalnaker, PLLC to conduct the City's single audit for FY 2021 in the amount of $82,080 in accordance with Federal OMB Circular A-133, where the cost includes $76,000 to Suttle & Stalnaker for the audit contract and $6,080 to the WV State Auditor's Office for a processing fee and where Suttle & Stalnaker, PLLC was selected through an evaluation process prescribed by the WV State Auditor's Office.

Storage added that the City is required by State law to have a single audit each year. By following a detailed State Auditor procurement process, an RFP was put out and a total of 2 proposals were received. A Committee reviewed the proposals, and determined through a scoring process that the contract be awarded to Suttle & Stalnaker.

Councilmember Jenkins asked if the resolution (which references a one-year term) should be amended to three years, which is the term of the contract. Storage replied that the resolution was drafted to follow the past practices of the City, because each year any firm requires an engagement letter to be signed.

Councilmember Jenkins added that there is an escalation clause on the yearly fee ($2,000 each year).

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 504-21 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 505-21

Introduced in Council: Adopted by Council:

July 19, 2021 ______________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 505-21 - Authorizing the Mayor to submit a substantial amendment to the City of Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development. The amendment will include $285,865.00 in Community Development Block Grant CV (CDBG-CV Round 3) funds and Community Development Block Grant (CDBG-CV Round 1) unprogrammed funds in the amount of $168,032.00 made available by the CARES Act. Further authorizing the Mayor to sign all required forms and certifications related to the CDBG-CV amendment. Funds will be used for activities as indicated below.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor is hereby authorized to submit a substantial amendment to the City of Charleston's 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development. The amendment will include $285,865.00 in Community Development Block Grant CV (CDBG-CV Round 3) funds and Community Development Block Grant (CDBG-CV Round 1) unprogrammed funds in the amount of $168,032.00 made available by the CARES Act. Further authorizing the Mayor to sign all required forms and certifications related to the CDBG-CV amendment. Funds will be used for activities as indicated below.

Public Service - activities to assist homeless and low- to- moderate income individuals or households in response to Covid-19.
$423,000

Unprogrammed Funds – Funds to assist with cost overruns and emergencies for coronavirus efforts.
$30,897

	Activity/Description	Funded Amount
1	Manna Meal, Inc. - Funding for food expenses.	$ 127,000.00
2	The Salvation Army - Funding for food, materials & supplies	$ 10,000.00
3	United Way - United We House - Funding for rental deposits, first months rent, utility deposits, past due rent/utilities, outreach worker travel and office supplies	$ 150,000.00
4	WV Health Right - Funding for contractual nurse, certified medical assistant and rent	$ 114,000.00
5	YWCA - RFAP - Funding for cleaning supplies; Client transportation, identification information, medical treatment and hotel stays	$ 10,000.00
6	YWCA - Sojourner's - Funding for PPE's, food & cleaning supplies	$ 12,000.00
	Unprogrammed Funds - Funds for emergency projects and overruns during the program year	$ 30,897.00
	Total CDBG-CV	$ 453,897.00

Resolution No. 506-21

Introduced in Council: Adopted by Council:

July 19, 2021 ________________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 506-21 –

Whereas, Celebration Station is a beloved playground situated with Charleston's East End community; and

Whereas, the playground was built over 25 years ago and has offered enjoyment and physical activity to countless school-age children; and

Whereas, the playground is now in need of revitalization, with focus being drawn to increased safety, lighting, and ADA accessibility; and

Whereas, the City of Charleston, the Kanawha County Board of Education, and other community leaders and organizations are interested in preserving and improving this cherished community asset; and

Whereas, the City of Charleston and the Charleston Rotary Club desire to partner in submitting a grant application to The Greater Kanawha Valley Foundation to seek funds to improve the playground.

Now, therefore, be it resolved by the City Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to co-sponsor a grant application with the Charleston Rotary Club to be submitted to The Greater Kanawha Valley Foundation in the amount of $35,000 to benefit the revitalization of Celebration Station. The Mayor or City Manager is authorized to administer any funds received from any grant award.

Resolution No. 507-21

Introduced in Council: Adopted by Council:

July 19, 2021 ______

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 507-21 - Authorizing the Mayor or City Manager to submit an application to the US Department of Justice Bureau of Justice Assistance Body-Worn Camera Policy and Implementation Program for $180,000 and administer any funds awarded. These funds will be used to purchase 90 body-worn cameras for the Charleston Police Department to upgrade technology and increase the number of cameras available for use by officers.

Be it Resolved by the Council of the City of Charleston, West Virginia:
That the Mayor or City Manager is hereby authorized to submit an application to the US Department of Justice Bureau of Justice Assistance Body-Worn Camera Policy and Implementation Program for $180,000 and administer any funds awarded. These funds will be used to purchase 90 body-worn cameras for the Charleston Police Department to upgrade technology and increase the number of cameras available for use by officers.

Resolution No. 508-21

Introduced in Council: Adopted by Council:

July 19, 2021 ______________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 508-21 - Authorizing the Executive Director of the Charleston Coliseum & Convention Center to enter into a contract with MityLite Inc. in the amount of $72,973.30 for the purchase of 1,000 specialty folding chairs and 17 transport carts. The chairs are uniquely designed and are supplied by the vendor as an identified sole source provider. This purchase will be funded with facility capital improvement funds.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Executive Director of the Charleston Coliseum & Convention Center is authorized to enter into a contract with MityLite Inc. in the amount of $72,973.30 for the purchase of 1,000 specialty folding chairs and 17 transport carts. The chairs are uniquely designed and are supplied by the vendor as an identified sole source provider. This purchase will be funded with facility capital improvement funds.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 7/13/21

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: MITYLITE gangable folding and stacking chairs for events at the CCCC

Purchase justification: MITY LITE is the a sole source in that no other chair on the market meets or exceeds the specifications. See Attached sole source letter.

If approved, the total purchase price will be: $72,973.30

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. MITY LITE Price Quote: $72,973.30

2. ____________________ Price Quote: $__________

3. ____________________ Price Quote: $__________

4. ____________________ Price Quote: $__________

5. ____________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: ____________________

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ____________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

MITY LITE is the only gangable chair on the market that supports over 1000 lbs. The CCCC currently has a stock of MITY LITE chairs for other entertainment services they provide so keeping like equipment not only keeps the uniformity of the curent equipment but also the liability and warranty remain the same

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) Patrick Leahy 304-345-1500

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

Request Submitted By: Jamie Bowles Department: for CCCC

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ______________________ Date: 7/14/2021
Authorized Financial Officer

Account Number: CCCC Capital Improvement Fund (subject to Board and Council Approval)

City Manager Approval: ______________________ Date: ______________

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

MITYLITE holsag BERTOLINI XpressPort

Sales Quote Number: SQ16372-2
Mity Customer Number: 172037
Page: **1 Of 1**

Prepayment of 50% required on all orders, subject to credit approval.

Bill To:	**Sell To:**	**Ship To:**
CHARLESTON COLISEUM & Patrick Leahy 200 Civic Center Dr. CHARLESTON, WV 25301 United States	CHARLESTON COLISEUM & CONVENTION CENTER Patrick Leahy 200 Civic Center Dr. CHARLESTON, WV 25301 United States	CHARLESTON COLISEUM & Patrick Leahy 200 Civic Center Dr. CHARLESTON, WV 25301 United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
1FMBKSBLK00G	MESH ONE FOLDING CHAIR, BLACK SAND FRAMEBLACK MESH SEAT & BACK, BLACK GLIDES, GANGING	Each	1000	$58.25	$58,250.00
CRTTREE1	MULTI FUNCTION TREE CART;MESH AND SWIFTSET FLDGCHRS MULTI FUNCTION TREE CART;MESH AND SWIFTSET FLDG CHRS	Each	17	$571.00	$9,707.00
	Freight Estimate		1	$5,016.30	$5,016.30

THANK YOU FOR CHOOSING MITY!

Subtotal	**$72,973.30**
Sales Tax	**$0.00**
Quote Total	**$72,973.30**

Signature: ______________________ ***Date:*** ____________

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.***
**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***
****Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

MityLite Inc. P.O. BOX 679303, Dallas, TX, 75267-9303 US | PHONE 801-224-0589 FAX 801-224-6191

July 13, 2021

Patrick Leahy
Charleston Coliseum & Convention Center,

Please accept this statement that Mity-Lite, Inc. is the manufacturer and sole source for MityLite Mesh-One™ folding & stacking chairs. MityLite incorporates many unique and patented manufacturing processes and materials in the construction of our chairs that set them apart from all other folding & stacking chairs on the market.

Mesh-One™ Folding & Stacking chair benefits:

ONE chair for Every Use:

- Supports over 1,000 lbs—Over 100 times its own weight!
- RipStop mesh is tear, stain, fire, and abrasion resistant
- Impact resistant structural nylon—pound-for-pound stronger than steel
- UV Powder-coated steel—Scuff and scratch resistant
- Lightweight and easy to handle—Only 10.7 lbs.
- Made entirely in USA of sustainable materials
- Conforms to EveryONE's unique shape
- Minimizes pressure points
- 1.5" wider than standard folding chairs
- Breathable mesh improves airflow
- Waterfall front / tensioned mesh = leg relief

Due to the uniqueness and the durability of our product, Mity-Lite has been awarded two federal government contracts, GSA (General Services Administration), and AFNAF (Air Force Non-Appropriated Funds) which we have serviced since April of 2001 and January 2000 respectively.

All orders received from your offices will be subject to favorable discounts. I look forward to helping you with any folding or stacking chair needs you will have.

Sincerely,

Jeremy Spencer
Director of Sales, Public Assembly & Education
Federal I.D. # 87-0652595

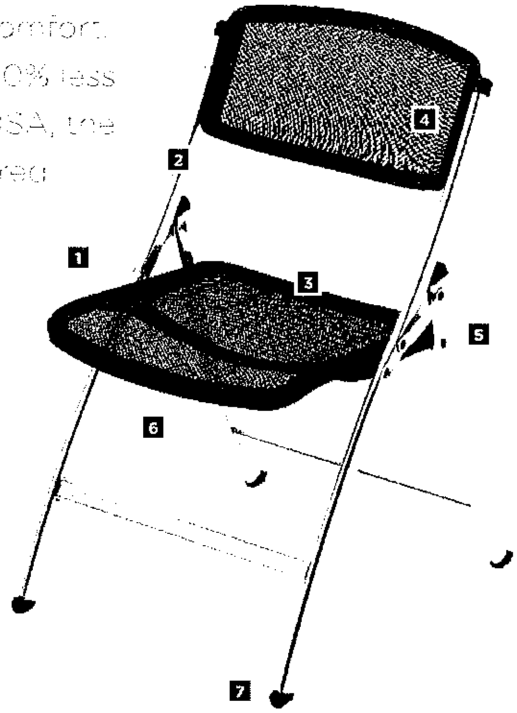
MITY

[redacted] [redacted] [redacted] [redacted]

MESH ONE®

MITYLITE
COLLECTION

The **Mesh One®** folding chair is incredibly durable and lightweight. Using a patented design, the breathable elastomeric mesh conforms to each individual's unique shape, minimizing pressure points, maximizing airflow, and delivering unsurpassed comfort. This chair constantly exceeds expectations and weighs 20% less than traditional upholstered folding chairs. Made in the USA, the **Mesh One** is easy to handle and nests securely when stored.

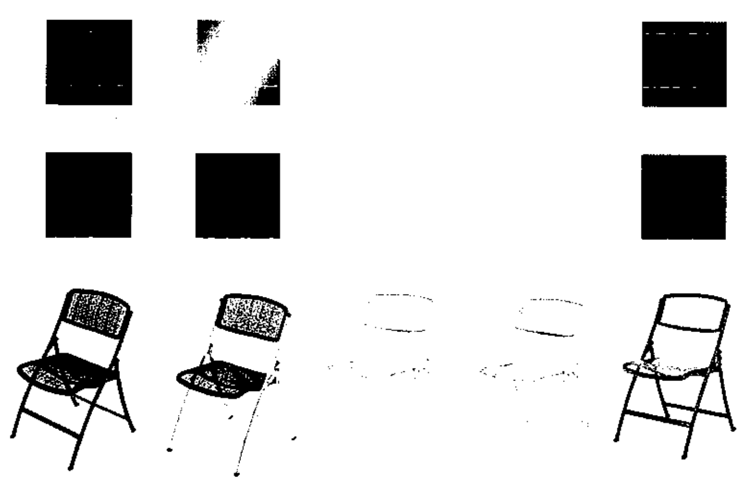


PRODUCT FEATURES

1. Supports more than 1,000 lbs (454 kg)
2. Durable lightweight steel frame
3. Mesh seat & backrest conforms to shape and flex to minimize pressure points
4. Ventilated design maximizes airflow
5. Easy to clean, handle & store
6. Generous seat is 1.5" wider than standard folding chairs
7. Non-marring polypropylene glides

5 AVAILABLE CONFIGURATIONS

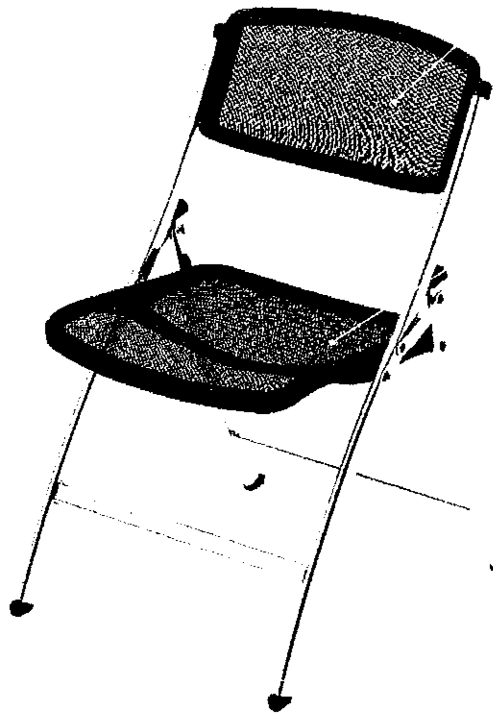
STANDARD COLOR OPTIONS		OPTIONAL COLORS		
1	2	3	4	5



Optional wall mount unit for convenient storage. Holds ([illegible]) chairs

MADE IN THE USA

12 YEAR LIMITED



FRAME
Mesh One's support frame is made using 1.25" x .625" (3.2cm x 1.6cm) 18-gauge oval steel tubing. Crossbars consist of identical 18-gauge oval tubing firmly welded to each leg.

FRAME FINISH
Finish is an electro-statically applied powder coat over a steel frame. Powder is cured in a computer-controlled oven for enhanced precision and extended durability.

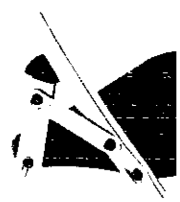
RIPSTOP MESH
Commercial-grade elastomeric mesh is made in the USA and is bond stereo to the nylon seat and back frames using a proprietary bonding process. RipStop mesh is tear, stain, fray and abrasion resistant and is bleach cleanable.

BACKREST
Backrest frame is made of an injection molded nylon which is bonded to the RipStop mesh. Back frame is attached to the top of the front legs of the chair through a system of glides and a brace that lock into the oval steel tube.

SEAT
Seat is made of an injection molded nylon frame which is bonded to the RipStop mesh. Seat is attached using 5/16" (8mm) zinc-plated rivets.

GLIDES
Feet are injection molded using a non-marring polypropylene to prevent streaking and scratching on floor surfaces. Feet color can be customized to match frame color.

PATENTED GLIDES & LEG CAPS
Leg caps are injection molded using a non-marring polypropylene to prevent frame on frame damage and assist in chairs nesting together.



FOLDING MECHANISM
Folding mechanism is a 4-bar type linkage created through the structurality of the chair seat and 14-gauge stamped steel frame links. Mechanism is joined by zinc-plated used 5/16" (8mm) diameter rivets.

GANGING
Ganging is available in the form of a steel frame link ganging or after market hybrid clip.

WALL MOUNT
Constructed from 11-gauge mild steel, the MeshOne wall mount easily attaches inside closets, on the back of doors, or anywhere else that's out of the way, offering convenient storage for (2) two Mesh One folding chairs.

COMPACT NESTING DESIGN
The shape and construction of the chair provides stable positive indexing when stacked. Stacking density is 5.0" (12.7cm) for the first chair, each additional chair is 2.5" (6.4cm).

SPECIFICATIONS

	CHAIR
OVERALL HEIGHT	33" (84cm)
OVERALL WIDTH	20" (51cm)
SEAT HEIGHT	18.5" (47cm)
SEAT DEPTH	18" (46cm)
FOLDED DEPTH	6.0" (15cm)
FOLDED HEIGHT	43" (109cm)
WEIGHT	10.7 lbs (4.9kg)
STANDARD GLIDE	Nylon
CAPACITY	1000 lbs

	WALL MOUNT
WIDTH	18" (46cm)
HEIGHT	4.5" (11cm)
DEPTH	4.6" (12cm)
WEIGHT	4.5 lbs (2.0kg)
CAPACITY	2 Chairs
DEPTH WITH (2) CHAIRS	8.6" (22cm)

CARTS

Folding Chair Cart - Tree (up to 60 Mesh One chairs)

Folding Chair Cart - Half Tree (up to 30 Mesh One chairs)

Folding Chair Cart - Stacking (up to 58 Mesh One chairs)

X-Base - Stacking (ability to stack 3 loaded Stacking carts)

WARRANTY
Mesh One® folding chairs are warranted to be free from defects in materials and workmanship under normal use, service, and handling for twelve (12) years from the date of purchase on steel chair frame and three (3) years from the date of purchase on structural nylon seat and chair back and RipStop mesh upholstery.

STANDARDS
Chair passes California Bulletin 133. RipStop Mesh passes California Bulletin 117, British Standard 5852 Section 4: 12.2 - 12.3, and is tested to over 50,000 double rubs. Protected by US Patents D599127 & 8033598.

SUSTAINABILITY
Mesh One® chairs are GREENGUARD Certified® and qualify for credits through LEED & other sustainable building programs.
Mesh One® chair construction utilizes recycled steel, nylon, and polypropylene making the chair more than 90% recycled based on weight of contributed materials.

Resolution No. 509-21

Introduced in Council: Adopted by Council:

July 19, 2021 ______________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 509-21 - Authorizing the Mayor or City Manager to enter into a contract with Stryker Medical in an amount not to exceed $293,492.10 to purchase various emergency medical equipment for the Charleston Fire Department’s ambulance fleet. Purchasing from Stryker Medical will ensure that the purchased equipment is compatible with existing systems and vehicles comprising the City’s ambulance fleet. A detailed list of the equipment to be purchased is attached as Exhibit A.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Stryker Medical in an amount not to exceed $293,492.10 to purchase various emergency medical equipment for the Charleston Fire Department’s ambulance fleet. Purchasing from Stryker Medical will ensure that the purchased equipment is compatible with existing systems and vehicles comprising the City’s ambulance fleet. A detailed list of the equipment to be purchased is attached as Exhibit A.

stryker

CharlestonFD-LP15-Jan20

Quote Number:	10110083	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CHARLESTON FIRE DEPT	Rep:	Austin Long
	Attn:	Email:	austin.long@stryker.com
		Phone Number:	(858) 774-0394

Quote Date: 06/14/2021
Expiration Date: 09/12/2021

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CHARLESTON FIRE DEPT	Name:	CHARLESTON FIRE DEPT	Name:	CHARLESTON FIRE DEPT
Account #:	1080876	Account #:	1080876	Account #:	1080876
Address:	808 VIRGINIA ST W	Address:	808 VIRGINIA ST W	Address:	808 VIRGINIA ST W
	CHARLESTON		CHARLESTON		CHARLESTON
	West Virginia 25302-1820		West Virginia 25302-1820		West Virginia 25302-1820

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001955	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT.	10	$28,442.96	$284,429.60
2.0	41577-000284	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	10	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	40	$330.03	$13,201.20
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	10	$524.80	$5,248.00
5.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	10	$578.10	$5,781.00
6.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	10	$59.86	$598.60
7.0	11160-000011	NIBP Cuff-Reusable, Infant	10	$16.02	$160.20
8.0	11160-000013	NIBP Cuff-Reusable, Child	10	$18.42	$184.20
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	10	$36.84	$368.40
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	10	$24.83	$248.30
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	10	$276.40	$2,764.00
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	10	$50.02	$500.20
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	10	$71.34	$713.40

stryker

CharlestonFD-LP15-Jan20

Quote Number:	10110083	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CHARLESTON FIRE DEPT	Rep:	Austin Long
	Attn:	Email:	austin.long@stryker.com
		Phone Number:	(858) 774-0394

Quote Date: 06/14/2021

Expiration Date: 09/12/2021

#	Product	Description	Qty	Sell Price	Total
14.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	1	$19,881.00	$19,881.00
15.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$13,559.60	$13,559.60
16.0	11576-000071	LUCAS External Power Supply	1	$316.71	$316.71
17.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	$537.69	$537.69
18.0	TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	10	-$5,000.00	-$50,000.00
			Equipment Total:		$298,492.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-$5,000.00	-$5,000.00

Price Totals:

Grand Total: $293,492.10

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

stryker

CharlestonFD-LP15-Jan20

Quote Number:	10110083	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CHARLESTON FIRE DEPT	Rep:	Austin Long
	Attn:	Email:	austin.long@stryker.com
		Phone Number:	(858) 774-0394

Quote Date: 06/14/2021

Expiration Date: 09/12/2021

____

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: ____________

Date: 06/14/21 **Account Number#:** 4-459

Vendor: Stryker **Vendor #** 4735

Contact: Austin Long **Phone#** ____________

Address: ____________
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
10	LP Monitor 15's		314,197.10
10	Trade In LP12		(50,000.00)
1	LUCAS		14,414.00
1	Power Cot		19,881.00
1	Trade In LUCAS		(5,000.00)
		TOTAL	**293,492.10**

Requested By: Shaun Dickey

Purpose of Request: FY22 Capital Outlay purchases for monitor, cot, and LUCAS replacement

Operations Chief:
☐ Denied ☐ Approved ____________ **Date:** ____________

Administrative Chief:
☐ Denied ☑ Approved ____________ **Date:** 6/14/2021

Fire Chief:
☐ Denied ☐ Approved ____________ **Date:** ____________

PR Form, Revised 10/20/09

Resolution No. 510-21

Introduced in Council: Adopted by Council:

July 19, 2021 ________________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 510-21 - Authorizing the Mayor or City Manager to enter into a contract with Dell Marketing LP for the purchase of various computer equipment for the City of Charleston and the City Parking System in the amount of $49,479 as part of the City's annual technological capital outlay replacement cycle, where the purchase will be made pursuant to a competitively-sourced statewide contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Dell Marketing LP for the purchase of various computer equipment for the City of Charleston and the City Parking System in the amount of $49,479 as part of the City's annual technological capital outlay replacement cycle, where the purchase will be made pursuant to a competitively-sourced statewide contract.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more.** A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 6/10/2021

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Computers for City of Charleston and Parking

Purchase justification: Annual computer refresh

If approved, the total purchase price will be: 49,479.00

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. ______________________ Price Quote: $______________

2. ______________________ Price Quote: $______________

3. ______________________ Price Quote: $______________

4. ______________________ Price Quote: $______________

5. ______________________ Price Quote: $______________

The apparent low-bid vendor *meeting specifications* is: ______________________

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

State Contract #CMA 0212

____

____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

Request Submitted By: Jonathan Curry Department: Information Systems

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ______________ Date: 6/30/2021
Authorized Financial Officer

Account Number: 001-975-00-439-4-459 FY 2021 purchase to be rolled over

City Manager Approval: ______________________ Date: ______________

DELL Technologies

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No.	**3000087824190.1**	Sales Rep	Jordan Pace
Total	**$45,804.00**	Phone	(800) 456-3355, 6180506
Customer #	18530639	Email	Jordan_Pace@Dell.com
Quoted On	Jun. 08, 2021	**Billing To**	ACCOUNTS PAYABLE CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301
Expires by	Jul. 08, 2021		
Contract Name	State of West Virginia		
Contract Code	C000000355004		
Customer Agreement #	IP19		
Deal ID	18558110		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jordan Pace

Shipping Group

Shipping To	Shipping Method
JONATHAN CURRY CITY OF CHARLESTON 501 VIRGINIA ST EAST STE 411 CHARLESTON, WV 25301 (304) 348-8048	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Adapter - DisplayPort to VGA	**$0.00**	**46**	**$0.00**
DisplayPort to Dual Link DVI-D Active Adapter (M/F)	**$0.00**	**46**	**$0.00**
OptiPlex 5080 Tower	**$735.00**	**46**	**$33,810.00**
Mini DisplayPort to SL DVI-D Adapter - Mini DP to SL DVI-D Adapter - Active Adapter (Male-to-Female) - VisionTek	**$0.00**	**6**	**$0.00**
Precision 5820 Tower	**$1,999.00**	**6**	**$11,994.00**

Subtotal:	**$45,804.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$45,804.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$45,804.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To
JONATHAN CURRY
CITY OF CHARLESTON
501 VIRGINIA ST
EAST STE 411
CHARLESTON, WV 25301
(304) 348-8048

Shipping Method
Standard Delivery

		Quantity	Subtotal
Dell Adapter - DisplayPort to VGA	**$0.00**	**46**	**$0.00**

Estimated delivery if purchased today:
Jun. 16, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
Dell Adapter - DisplayPort to VGA	470-AANJ	-	46	-

		Quantity	Subtotal
DisplayPort to Dual Link DVI-D Active Adapter (M/F)	**$0.00**	**46**	**$0.00**

Estimated delivery if purchased today:
Jun. 18, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
DisplayPort to Dual Link DVI-D Active Adapter (M/F)	A7102180	-	46	-

		Quantity	Subtotal
OptiPlex 5080 Tower	**$735.00**	**46**	**$33,810.00**

Estimated delivery if purchased today:
Jul. 30, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5080 Tower XCTO	210-AVOU	-	46	-
10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	338-BVCD	-	46	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	46	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	46	-
16GB (2x8GB) DDR4 non ECC memory	370-AGFS	-	46	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	46	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	46	-
No Additional Hard Drive	401-AANH	-	46	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	46	-
OptiPlex 5080 Tower with D10 260W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVB	-	46	-
DVD+/-RW Bezel	325-BDSF	-	46	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	46	-
CMS Essentials DVD no Media	658-BBTV	-	46	-
No Media Card Reader	379-BBHM	-	46	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	46	-

Chassis Intrusion Switch - Tower	461-AAHP	-	46	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	46	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	46	-
No Stand Option	575-BBBI	-	46	-
No Additional Cable Requested	379-BBCY	-	46	-
No PCIe add-in card	492-BBFF	-	46	-
Dell KB216 Wired Keyboard English	580-ADJC	-	46	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	46	-
No Cable Cover	325-BCZQ	-	46	-
SupportAssist	525-BBCL	-	46	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	46	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	46	-
Waves Maxx Audio	658-BBRB	-	46	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	46	-
Dell Optimizer	658-BEQP	-	46	-
OS-Windows Media Not Included	620-AALW	-	46	-
ENERGY STAR Qualified	387-BBLW	-	46	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	46	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	46	-
Dell Watchdog Timer	379-BDWG	-	46	-
Quick Setup Guide 5080 Tower	340-CPQI	-	46	-
US Order	332-1286	-	46	-
No UPC Label	389-BCGW	-	46	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	46	-
Shipping Material for MT (DAO)	340-CQZG	-	46	-
Shipping Label for DAO,BRZ	389-BBUU	-	46	-
No CompuTrace	461-AABF	-	46	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	46	-
Regulatory Label for OptiPlex 5080 MT 260W, DAO	389-DVUC	-	46	-
No Intel Responsive	551-BBBJ	-	46	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	46	-
Desktop BTO Standard shipment	800-BBIO	-	46	-
No Anti-Virus Software	650-AAAM	-	46	-
Not selected in this configuration	817-BBBC	-	46	-
Custom Configuration	817-BBBB	-	46	-
No Additional Add In Cards	382-BBHX	-	46	-
No AutoPilot	340-CKSZ	-	46	-
No Additional Video Ports	492-BCKH	-	46	-
No Out-of-Band Systems Management	631-ACOF	-	46	-
No Dell Backup and Recovery software	637-AAAM	-	46	-
No Optane	400-BFPO	-	46	-

Speaker for Tower and SFF	520-AARD	-	46	-
No External ODD	429-ABGY	-	46	-
No Additional Add In Cards	382-BBHX	-	46	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	46	-
ProSupport: 7x24 Technical Support, 4 Years	804-9051	-	46	-
ProSupport: Next Business Day Onsite 4 Years	804-9071	-	46	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	46	-
Absolute Resilience for Education (for WV IP-19) - 60 month term for West Virginia	528-BUEG	-	46	-
GCP Operations Management	929-8509	-	46	-

		Quantity	Subtotal
Mini DisplayPort to SL DVI-D Adapter - Mini DP to SL DVI-D Adapter - Active Adapter (Male-to-Female) - VisionTek	**$0.00**	**6**	**$0.00**

Estimated delivery if purchased today:
Jun. 17, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
Mini DisplayPort to SL DVI-D Adapter - Mini DP to SL DVI-D Adapter - Active Adapter (Male-to-Female) - VisionTek	A7042777	-	6	-

		Quantity	Subtotal
Precision 5820 Tower	**$1,999.00**	**6**	**$11,994.00**

Estimated delivery if purchased today:
Jun. 24, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5820 Tower XCTO Base	210-ANJK	-	6	-
Intel Xeon Processor W-2245 (8C 3.9GHz 4.7GHz Turbo HT 16.5MB, 155W DDR4-2933)	338-BUOH	-	6	-
CPU Heatsink 5820 Tower	412-AALF	-	6	-
Windows 10 Pro for Workstations (4 Cores Plus) Multi - English, French, Spanish	619-AMSU	-	6	-
Not selected in this configuration	817-BBBC	-	6	-
Precision 5820 Tower 950W Chassis CL	321-BFGL	-	6	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter (5820T)	490-BECG	-	6	-
32GB 2x16GB DDR4 2933MHz RDIMM ECC Memory	370-AESP	-	6	-
No Out-of-Band Systems Management	631-ABML	-	6	-
SATA/SAS Hard Drive/Solid State Drive	449-BBLT	-	6	-
Integrated Intel AHCI SATA chipset controller (8x 6.0Gb/s), SW RAID 0,1,5,10	403-BBRL	-	6	-
2.5" 256GB SATA Class 20 Solid State Drive	400-AUPF	-	6	-
3.5" 1TB 7200rpm SATA Hard Drive	400-ASSK	-	6	-
No Hard Drive	400-AKZR	-	6	-
No Hard Drive	400-AKZR	-	6	-
No Optical	429-ABER	-	6	-
No Hard Drive	400-AKZR	-	6	-

No Hard Drive	400-AKZR	-	6	-
No RAID	780-BBCJ	-	6	-
Slim ODD bezel, 100% tie with slim ODD	325-BCUD	-	6	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	6	-
CMS Essentials DVD no Media	658-BBTV	-	6	-
GPT is 100% required for all order	411-XXYB	-	6	-
Dell KB216 Wired Keyboard English	580-ADJC	-	6	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	6	-
Thank You for Choosing Dell	340-ADBJ	-	6	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	6	-
No Driver	555-BBNI	-	6	-
Not selected in this configuration	817-BBBC	-	6	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
US Power Cord	470-AAKG	-	6	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	6	-
Placemat 5820 Tower MUI DAO	340-BYNM	-	6	-
Resource DVD not Included	430-XXYU	-	6	-
OS-Windows Media Not Included	620-AALW	-	6	-
ENERGY STAR Qualified	387-BBMZ	-	6	-
Dell Optimizer for Precision	640-BBSC	-	6	-
No Driver	555-BBNI	-	6	-
US Order	332-1286	-	6	-
No UPC Label	389-BCGW	-	6	-
Ship Material Tower 5820,7820	328-BCRU	-	6	-
SHIP,PWS,LNK,NO,NO,AMF	340-AEYP	-	6	-
T5820 950W Regulatory Label (DAO)	389-CGKH	-	6	-
No Stand included	575-BBCH	-	6	-
No Accessories	461-AABV	-	6	-
Performance Optimized	370-AAIP	-	6	-
BIOS match checked back to factory	444-BBBG	-	6	-
BIOS binary check enabled and verified	444-BBBS	-	6	-
SupportAssist	525-BBCL	-	6	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Enable Low Power Mode	658-BBMQ	-	6	-
Dell Developed Recovery Environment	658-BCUV	-	6	-
External Speaker Not Included	520-AABF	-	6	-
No Anti-Virus Software	650-AAAM	-	6	-
No AutoPilot	340-CKSZ	-	6	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	6	-
Dell Limited Hardware Warranty Plus Service	997-7163	-	6	-

ProSupport: Next Business Day Onsite 4 Years	997-7189	-	6	-
ProSupport: 7x24 Technical Support, 4 Years	997-7209	-	6	-
Absolute Resilience for Education (for WV IP-19) - 60 month term for West Virginia	528-BUEG	-	6	-

Subtotal:	**$45,804.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$45,804.00**

Important Notes

Terms of Sale

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

DELL Technologies

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No.	**3000087063283.1**	Sales Rep	Jordan Pace
Total	**$3,675.00**	Phone	(800) 456-3355, 6180506
Customer #	18530639	Email	Jordan_Pace@Dell.com
Quoted On	May. 28, 2021	**Billing To**	ACCOUNTS PAYABLE CITY OF CHARLESTON 501 VIRGINIA ST E INFORMATION SERVICES CHARLESTON, WV 25301
Expires by	Jun. 27, 2021		
Contract Name	State of West Virginia		
Contract Code	C000000355004		
Customer Agreement #	IP19		
Deal ID	18558110		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jordan Pace

Shipping Group

Shipping To	Shipping Method
JONATHAN CURRY CITY OF CHARLESTON 501 VIRGINIA ST EAST STE 411 CHARLESTON, WV 25301 (304) 348-8048	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Adapter - DisplayPort to VGA	**$0.00**	**5**	**$0.00**
DisplayPort to Dual Link DVI-D Active Adapter (M/F)	**$0.00**	**5**	**$0.00**
OptiPlex 5080 Tower	**$735.00**	**5**	**$3,675.00**

Subtotal:	**$3,675.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$3,675.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$3,675.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To
JONATHAN CURRY
CITY OF CHARLESTON
501 VIRGINIA ST
EAST STE 411
CHARLESTON, WV 25301
(304) 348-8048

Shipping Method
Standard Delivery

			Quantity	Subtotal
Dell Adapter - DisplayPort to VGA		**$0.00**	**5**	**$0.00**

Estimated delivery if purchased today:
Jun. 07, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
Dell Adapter - DisplayPort to VGA	470-AANJ	-	5	-

			Quantity	Subtotal
DisplayPort to Dual Link DVI-D Active Adapter (M/F)		**$0.00**	**5**	**$0.00**

Estimated delivery if purchased today:
Jun. 09, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
DisplayPort to Dual Link DVI-D Active Adapter (M/F)	A7102180	-	5	-

			Quantity	Subtotal
OptiPlex 5080 Tower		**$735.00**	**5**	**$3,675.00**

Estimated delivery if purchased today:
Jun. 21, 2021
Contract # C000000355004
Customer Agreement # IP19

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5080 Tower XCTO	210-AVOU	-	5	-
10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	338-BVCD	-	5	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	5	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	5	-
16GB (2x8GB) DDR4 non ECC memory	370-AGFS	-	5	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	5	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	5	-
No Additional Hard Drive	401-AANH	-	5	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	5	-
OptiPlex 5080 Tower with D10 260W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVB	-	5	-
DVD+/-RW Bezel	325-BDSF	-	5	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	5	-
CMS Essentials DVD no Media	658-BBTV	-	5	-
No Media Card Reader	379-BBHM	-	5	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	5	-

Chassis Intrusion Switch - Tower	461-AAHP	-	5	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	5	-
No Stand Option	575-BBBI	-	5	-
No Additional Cable Requested	379-BBCY	-	5	-
Dell KB216 Wired Keyboard English	580-ADJC	-	5	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	5	-
No Cable Cover	325-BCZQ	-	5	-
Dell Optimizer	658-BEQP	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	5	-
Dell Watchdog Timer	379-BDWG	-	5	-
Quick Setup Guide 5080 Tower	340-CPQI	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	5	-
Shipping Material for MT (DAO)	340-CQZG	-	5	-
Shipping Label for DAO,BRZ	389-BBUU	-	5	-
No CompuTrace	461-AABF	-	5	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	5	-
Regulatory Label for OptiPlex 5080 MT 260W, DAO	389-DVUC	-	5	-
No Intel Responsive	551-BBBJ	-	5	-
Desktop BTO Standard shipment	800-BBIO	-	5	-
No Additional Add In Cards	382-BBHX	-	5	-
No Additional Video Ports	492-BCKH	-	5	-
No Out-of-Band Systems Management	631-ACOF	-	5	-
No Dell Backup and Recovery software	637-AAAM	-	5	-
No Optane	400-BFPO	-	5	-
Speaker for Tower and SFF	520-AARD	-	5	-
No External ODD	429-ABGY	-	5	-
No Additional Add In Cards	382-BBHX	-	5	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	5	-
ProSupport: 7x24 Technical Support, 4 Years	804-9051	-	5	-
ProSupport: Next Business Day Onsite 4 Years	804-9071	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	5	-
Absolute Resilience for Education (for WV IP-19) - 60 month term for West Virginia	528-BUEG	-	5	-
GCP Operations Management	929-8509	-	5	-

Subtotal:	**$3,675.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$3,675.00**

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^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Resolution No. 511-21

Introduced in Council: Adopted by Council:

July 19, 2021 ____________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 511-21 - Authorizing the Mayor or City Manager to renew an annual software maintenance contract with Tritech Software Systems for the provision of a records management system for the Charleston Police Department in an amount not to exceed $69,427.26.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to renew an annual software maintenance contract with Tritech Software Systems for the provision of a records management system for the Charleston Police Department in an amount not to exceed $69,427.26.

CENTRALSQUARE

Renewal Order prepared by:
Betsy Eldridge
betsy.eldridge@centralsquare.com

Renewal Order #: Q-55880
Start Date: August 29, 2021
End Date: August 28, 2022
Billing Frequency: Yearly

Renewal Order prepared for:
Greg Lucas, Corporal
Charleston Police Department
501 Virginia Street East
Charleston, WV 25301
(304) 348-6472

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Administration Server License	1	0.00 USD	2,061.68 USD
Extend Adapter License	1	0.00 USD	577.66 USD
Mobile Server License	1	0.00 USD	3,298.68 USD
Mobile NCIC Client License	1	0.00 USD	0.00 USD
Mobile Records Client License	1	0.00 USD	6,268.37 USD
Portal Server License	1	0.00 USD	2,721.58 USD
Records - N-DEx Adapter (IA IEPD)	1	0.00 USD	0.00 USD
Records - WV Crime Reporting (UCR) Interface	1	0.00 USD	0.00 USD
Records Server License	1	0.00 USD	19,795.39 USD

Renewal Order prepared by:
Betsy Eldridge
betsy.eldridge@centralsquare.com

Property and Evidence Extend Client License	1	0.00 USD	115.76 USD
Reporting Server License	1	0.00 USD	0.00 USD
Zuercher Suite - Time Synchronization Interface	1	0.00 USD	0.00 USD
Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	1	0.00 USD	1,924.58 USD
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	0.00 USD	2,969.31 USD
Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)	1	0.00 USD	1,319.69 USD

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	0.00 USD	2,969.31 USD
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	0.00 USD	1,319.69 USD
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	0.00 USD	9,073.47 USD
Zuercher Suite Training/Testing Server	1	0.00 USD	5,938.62 USD

Renewal Order prepared by:
Betsy Eldridge
betsy.eldridge@centralsquare.com

(Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			
Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	0.00 USD	9,073.47 USD
		Renewal Order Total:	69,427.26 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Resolution No. 512-21

Introduced in Council: July 19, 2021

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 512-21 - Authorizing approval of Amendment No. 1 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
001 975 00 567 4 459	Public Grounds	Capital Outlay - Equipment	83,183
001 976 00 706 4 459	Fire	Capital Outlay - Equipment	186,000
001 977 00 750 4 459	Street	Capital Outlay - Equipment	283,771
001 978 00 800 4 459	Refuse	Capital Outlay - Equipment	373,975
001 296 0	Restricted Fund Balance		**(926,929)**

Restricted for Capital Lease Purchase - To adjust proper accounts in the FY 2022 Municipal Budget for the purchase of equipment not completed within FY 2021 including: 2 pickup trucks and 1 mower attachment for Public Grounds, 1 ambulance for Fire, 1 end loader, 1 chipper body truck, and 1 leaf machine for Streets, and 2 packer trucks and 1 minipacker for Refuse.

001 305 01 0000	Revenues	B & O Tax - Current Year	319,439
001 296 0	Restricted Fund Balance		**(319,439)**

Restricted for Debt Service - To recognize funds restricted for Ball Park Debt Service.

001 305 01 0000	Revenues	B & O Tax - Current Year	836,612
001 295 0	Non-Spendable Fund Balance		**(836,612)**

Nonspendable Fund Balance - To recognize nonspendable fund balances for Prepaid Insurance expenses.

001 975 00 439 4 459	Information Systems	Capital Outlay - Equipment	100,000
001 299 0	Unassigned Fund Balance		**(100,000)**

Manual Encumbrances - To rollover certain expenses into the FY 2022 Municipal Budget to account for items not ordered within FY 2021

001 386 00 0000	Revenue	Insurance Claims	(40,000)
001 368 04 0000	Revenue	Contributions from Ayer Fund	30,000
001 567 01 000 2 219	Public Ground - Carriage Trail	Building & Equipment Rents	5,000
001 567 01 000 3 341	Public Ground - Carriage Trail	Materials & Supplies	5,000

Insurance Claim - To provide for repairs to the Carriage Trail caused by a water leak and offset the amount to be drawn from the Ayer Fund at TGKVF for payroll costs associated with the repairs.

001 368 00 0000	Revenue	Contributions from Others	(270,010)
001 900 00 000 2 220	Parks & Recreation	Advertising	500
001 900 00 000 2 230	Parks & Recreation	Contracted Services	3,510
001 437 00 000 2 223	Planning	Professional Services	250,000
001 706 00 000 3 341	Fire	Materials & Supplies	16,000

Contributions - To recognize donations for various projects: $4,010 for advertising and programming at the FitLot on the East End, $250,000 for the planning consultant approved in Res. No. 500-21 for the West Side community improvement master plan, $16,000 to purchase the remaining mattresses for the Fire Department.

General Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
001 442 01 000 1 103	Constituent Services	Salaries & Wages	60,488
001 442 01 000 1 103	Constituent Services	Salaries & Wages - IPT	23,400
001 442 01 000 1 104	Constituent Services	FICA	6,417
001 442 01 000 1 105	Constituent Services	Medical & Life Insurance	7,424
001 442 01 000 1 106	Constituent Services	PERS	6,049
001 442 01 000 1 111	Constituent Services	Dental & Optical Insurance	467
001 442 01 000 1 112	Constituent Services	Employee Insurance Cont.	(1,118)
001 442 01 000 2 226	Constituent Services	Insurance - WC & UC	992
001 440 00 000 1 103	General Services	Salaries & Wages	24,714
001 440 00 000 1 104	General Services	FICA	1,891
001 440 00 000 1 105	General Services	Medical & Life Insurance	7,424
001 440 00 000 1 106	General Services	PERS	2,471
001 440 00 000 1 111	General Services	Dental & Optical Insurance	467
001 440 00 000 1 112	General Services	Employee Insurance Cont.	(1,118)
001 440 00 000 2 226	General Services	Insurance - WC & UC	992
001 412 00 000 1 103	City Manager	Salaries & Wages	36,513
001 412 00 000 1 104	City Manager	FICA	2,793
001 412 00 000 1 105	City Manager	Medical & Life Insurance	7,424
001 412 00 000 1 106	City Manager	PERS	3,651
001 412 00 000 1 111	City Manager	Dental & Optical Insurance	467
001 412 00 000 1 112	City Manager	Employee Insurance Cont.	(1,118)
001 412 00 000 2 226	City Manager	Insurance - WC & UC	992
001 700 00 000 3 341	Police	Materials & Supplies	24,000
001 700 00 000 2 217	Police	Maintenance & Repair - Vehicles	6,000
001 417 00 000 2 229	City Attorney	Court Costs & Damages	800,000
001 299 0	Unassigned Fund Balance		**(1,021,682)**

Unassigned Fund Balance - To establish new positions including a Senior Special Events Coordinator (PG 114) position and Intermittent Part Time Constituent Services Liaison positions in Constituent Services, a Custodian (PG 104) position in General Services, and a Grant Coordinator (PG 112) position in the City Managers Office; to fund Police's requests for less-lethal shotguns; and to increase the Claims and Damages line to allow for claims up to the Loss Fund limit.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia

Resolution No. 513-21

Introduced in Council: Adopted by Council:

July 19, 2021 ____________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 513-21 - Authorizing the Mayor or City Manager to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

Be it Resolved by the Council of the City of Charleston, West Virginia:
That the Mayor or City Manager is authorized to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia **Master Agreement** Order Date: 03-24-2021	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT6621C048B 1	**Procurement Folder:**	861549
Document Name:	Asphalt-Material & Pickup by WVDOH	**Reason for Modification:**	
Document Description:	Original Procurement Folder - 823901- Multiple Plants		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2021-04-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2022-03-31

VENDOR

Vendor Customer Code: 000000189366
AMERICAN ASPHALT OF WEST VIRGINIA LLC
2334 BIG SANDY RD RT 52

KENOVA WV 25535
US
Vendor Contact Phone: 304-453-6196 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Martha A Gibson
Requestor Phone: (304) 558-9495
Requestor Email: marty.a.gibson@wv.gov

RECEIVED
2021 APR - 1 PM 1:51
FINANCE-PROCUREMENT

INVOICE TO

VARIOUS AGENCY LOCATIONS
AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

4/1/21

Total Order Amount:	Open End

AGENCY COPY

JE 3/24/21

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: Tara Lyle	DATE: John S. Gray	DATE: Beverly Toler
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE
MAR 2 8 2021	3/31/2021	APR - 1 2021

Extended Description:

The Vendor, American Asphalt of West Virginia LLC, agrees to enter with the West Virginia Division of Highways (WVDOH), into an open-end contract to provide Asphalt Materials and Pickup from the Vendors Plant by WVDOH for use on preventative maintenance and repair projects throughout the State of West Virginia per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 02/18/2021 and the Vendor's bid dated 02/18/2021 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30121601				0.000000
	Service From	**Service To**			
	2021-04-01	2022-03-31			

Commodity Line Description: ASPHALT- MATERIALS & PICKUP BY WVDOH- Kenova Plant

Extended Description:
ASPHALT- MATERIALS & PICKUP BY WVDOH- KENOVA PLANT

SEE PRICING PAGES FOR CONTRACT PRICING.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	30121601				0.000000
	Service From	**Service To**			
	2021-04-01	2022-03-31			

Commodity Line Description: ASPHALT- MATERIALS & PICKUP BY WVDOH- St. Albans Plant

Extended Description:
ASPHALT- MATERIALS & PICKUP BY WVDOH- ST. ALBANS PLANT

SEE PRICING PAGES FOR CONTRACT PRICING.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on April 1, 2021 and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for ________________ successive _________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ______________________ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _______________ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: ________________ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ________________ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ________________ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: ________________ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: ________________ per occurrence.

☐ **Aircraft Liability** in an amount of: ________________ per occurrence.

☑ *** State of West Virginia must be listed as additional insured on insurance certificate ***

☑ *** Certificate holder should read as follows ***
State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ ______________________ for ______________________________

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☑ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert E Scott - Representative

(Name, Title) Robert E. Scott - Representative

(Printed Name and Title) PO Box 229 Kenova, WV 25530

(Address) 304-453-6196 / 304-453-6430

(Phone Number) / (Fax Number) RobertScott@live.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

American Asphalt of WV LLC

(Company)

Daron F. Dean, President

(Authorized Signature) (Representative Name, Title)

Daron F. Dean President

(Printed Name and Title of Authorized Representative)

2-16-2021

(Date)

304-453-6196 / 304-453-6430

(Phone Number) (Fax Number)

Revised 01/09/2020

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials, Pick Up by Agency contract for use by WVDOH and the West Virginia Parkways Authority upon their request, on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

2.1 **"Contract Item" "Contract Item(s)"** - Contract Items are identified in Section 3 of this Solicitation.

2.2 **"Pricing Pages"** - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** which are used to evaluate the Solicitation responses. The sourced Asphalt Plant name and location shall be identified on each of Pricing Page submission. Bids with multiple Asphalt Plants will require multiple Pricing Page submissions, one for each plant listed.

2.3 **"Solicitation"** - The official notice of an opportunity to supply the State with goods and/or services.

2.4 **"WVDOH"** - West Virginia Division of Highways.

2.5 **"MP"** - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers referenced throughout these Contract Specifications are available at: https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx

2.6 **"MCS&T"** - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx

2.7 **Asphalt", "Hot Mix Asphalt" and "HMA"** - Terms used interchangeably for asphalt.

2.8 **"Approved Source," "Approved Plant," "Approved Product," or "Approved Vendor"** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

2.9 **"PG"** – Performance Grade.

2.10 **"Plant Run"** is an asphalt mixture available for purchase through the Vendor, which was not initially produced for WVDOH use, but is available for WVDOH purchase as a substitute. At the determination and request of the WVDOH District Engineer, or their designee, Plant Run material may be substituted at a flat rate for **Contract Items A through Q.**

2.11 **"Contractor"** or **"Vendor"** - An enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation and in the Standard Specs are interchangeable.

2.12 **"Standard Specs"** - The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.13 **"F.O.B"** - Freight on Board Vendors Plant Location.

3. GENERAL REQUIREMENTS:

3.1 **Standard Specifications:** The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but is not be limited to, the requirements of Section 401, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of $20.00 ($15.00 for the 2017 book plus $5.00 for the Supplemental Latest Edition) using the **Attachment B Standard Specifications Order Form (ATT B).** The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Materials: Contract Items A through R, are considered Materials. Materials from this contract SHALL ONLY be purchased when the pick up of those materials is by WVDOH forces or WV Parkways Authority forces.

3.2.2 Plant Run Asphalt, Contract Item R, may be substituted for **Contract Items A through Q** only when the use of Plant Run has been requested by the WVDOH District Engineer, or their designee, having determined that the Plant Run material is suitable for use; and only when all other equivalent items of material are not available. All Plant Run material shall meet the Standard Specs, or in instances where the Plant Run material was produced for a neighboring state, must meet the specifications of the adjacent state highway department, unless otherwise deemed acceptable by the WVDOH District Engineer, or their designee.

3.2.3 Performance Grade Binder, Contract Item S, is a surcharge to compensate the Vendor for supplying Asphalt when PG Binder is substituted for the standard binder.

3.2.4 Off-Season Plant Opening, Contract Item T, is necessary if a Vendor is required to open their plant in the off-season to service the needs of the WVDOH, in which case an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

3.2.4.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer or their designee, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.2.4.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

A. Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

B. The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

3.2.4.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

4. PRICE ADJUSTMENTS:

4.1 **Price Adjustment of Asphalt Cement:** Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for **Contract Items A through R** is provided for in the Standard Specs Section 109, as amended. Refer to the table below:

Contract Item	Description	AC (Average Asphalt Content)
A	Section 401 – Base I	3.9
B	Section 401 – 25mm Superpave	4.4
C	Section 401 – Base II	5.0
D	Section 401 – Patch and Level	5.0
E	Section 401 – Wearing IV	5.2
F	Section 402 – Wearing IV	5.1
G	Section 401 – 19mm Superpave	4.7
H	Section 401 – Scratch Course	5.9
I	Section 402 – 9.5mm Superpave	6.1
J	Section 401 – Wearing I	6.1
K	Section 402 – Wearing I	6.0
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 – 4.75mm Superpave	7.2
N	Section 401 – Wearing III	7.3
O	Section 402 – Wearing III	7.5
P	Section 401 – 12.5mm Superpave	5.6
Q	Section 402 – 12.5mm Superpave	5.6
R	Plant Run	5.7

4.2 **Price Adjustment of Fuel Oil No. 2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for **Contract Items A through R** is provided for in the Standard Specs, as amended.

The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for January 2021.
https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices.

5. **ACCEPTANCE PLAN:** Quality control at the plant and in-the-field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix

designs. Referenced MP's, as amended, may be referenced at https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

6.2 Cooperative Contracting: The purchase prices on all Contract Items on this contract, available for pick-up by the WVDOH and by the West Virginia Parkways Authority, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

6.3 Pricing Pages Spreadsheet: Vendor shall complete the Pricing Pages spreadsheet by first reading the Vendor Instructions section at the top of the Pricing Pages, Attachment A (ATT A), then completing Parts I, II and III of the spreadsheet.

6.3.1 Vendor Instructions:

- **Part I - VENDOR ASPHALT PLANT INFORMATION (Required):** Vendor shall provide their name, Asphalt Plant Name, and Asphalt Plant Location (911 address). Failure to list the Asphalt Plant Name and Location will result in disqualification of all bids on associated Pricing Pages spreadsheet.

- **Part II - WVDOH DISTRICTS SERVED BY ASPHALT PLANT (Required):** Vendor shall mark all WVDOH Districts which the stated Vendor and Asphalt Plant may serve.

- **Part III: ENTER PRICE PER UNIT OF MEASURE FOR CONRACT ITEMS BID:** Vendor shall list their bid price, per unit of measure, for each Contract Items they intend to bid. Vendors may bid any or all Contract Items on the Pricing Pages spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item(s).

NOTE: Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item. **Vendor shall**

not add to or modify any column headers, Contract Item descriptions, or units of measure on the Pricing Page spreadsheets. Any changes to the latter will result in the disqualification of the Vendor's bid.

The Pricing Pages spreadsheets list Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

6.4 **Electronic Forms:** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheets (ATT A) for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

6.5 **Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the 2020 Contracts Asphalt Materials Pick Up by Agency shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2020 Asphalt Material and Pick Up by Agency contract shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2020 contract should be held open by the District or the Vendor longer than ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer, or their designee, will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

8. ORDERING AND PAYMENT:

8.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

Vendor shall maintain and keep current its phone numbers fax number, email address, location and ordering/billing/payment address **with WVDOH** and in wvOASIS.

8.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer, or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to the Vendor via fax, email, or postal mail. **Any <u>verbal communications</u> to initiate or make modifications to a project from this contract <u>are not acceptable as a Delivery Order.</u>**

8.3 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this Contract, Vendor must accept payment by electronic funds transfer and P-Card. **Electronic Funds Transfer for payment is available through the WV State Auditor's Office.** The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

9. DELIVERY AND RETURN:

9.1 **Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders an agreed upon acceptable timeframe after orders are received. Vendor shall have material available for pick up in accordance with the with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.

9.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

9.3 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

9.4 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

11.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: ROBERT E. Scott
Telephone Number: 304-453-6196
Fax Number: 304-453-6430
Email Address: robertscottbti@live.com

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia Centralized Request for Quote Highways**

Proc Folder: 823901			**Reason for Modification:**
Doc Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048			Addendum No. 1 - to extend the bid opening to 2/23/2021.
Proc Type: Central Master Agreement			
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2021-02-18	2021-02-23 13:30	CRFQ 0803 DOT2100000085	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 1 - to extend the bid opening from 02/18/2021 to 02/23/2021. The bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalts	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:
Asphalts

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:
Asphalt

Line	Event	Event Date
1	Tech Questions Due by 10:00am	2021-02-05

SOLICITATION NUMBER: CRFQ DOT21*85
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT21*85 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Additional Documentation:

1. To extend the bid opening from 02/18/2021 to 02/23/2021. The bid opening time remains at 1:30 pm.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT210000085

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[ ]	Addendum No. 1	[ ]	Addendum No. 6
[X]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

American Asphalt of WV LLC
Company

Aaron F. Dean
Authorized Signature

March 19, 2021
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Asphalt Materials Pick Up by Agency

ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: American Asphalt of WV LLC

Asphalt Plant Name: Kenova

Asphalt Plant Location: Kenova , WV

(911 Address) 2334 Rt 52
Kenova, WV 25530

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

X	**District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
X	**District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
X	**District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	56.00
B	Asphalt Section 401 - 25mm Superpave	TON	60.94
C	Asphalt Section 401 - Base II	TON	57.98
D	Asphalt Section 401 - Patch and Level	TON	57.98
E	Asphalt Section 401 - Wearing IV	TON	58.98
F	Asphalt Section 402 - Wearing IV	TON	63.16
G	Asphalt Section 401 - 19mm Superpave	TON	61.00
H	Asphalt Section 401 - Scratch Course	TON	61.98
I	Asphalt Section 402 - 9.5mm Superpave	TON	69.68
J	Asphalt Section 401 - Wearing 1	TON	61.98
K	Asphalt Section 402 - Wearing 1	TON	69.68
L	Asphalt Section 401 - 4.75mm Superpave	TON	76.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	85.00
N	Asphalt Section 401 - Wearing III	TON	75.00
O	Asphalt Section 402 - Wearing III	TON	78.00
P	Asphalt Section 401 - 12.5mm Superpave	TON	63.74
Q	Asphalt Section 402 - 12.5mm Superpave	TON	70.75
R	Asphalt Plant Run	TON	61.98
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	2750.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	800.00

Asphalt Materials Pick Up by Agency

ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: American Asphalt of WV LLC

Asphalt Plant Name: St. Albans

Asphalt Plant Location: St. Albans, WV

(911 Address) 484 Industrial Road
St. Albans, WV

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

X	**District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
X	**District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
X	**District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
X	**District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
X	**District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
X	**District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	58.00
B	Asphalt Section 401 - 25mm Superpave	TON	61.94
C	Asphalt Section 401 - Base II	TON	59.40
D	Asphalt Section 401 - Patch and Level	TON	59.40
E	Asphalt Section 401 - Wearing IV	TON	62.05
F	Asphalt Section 402 - Wearing IV	TON	65.18
G	Asphalt Section 401 - 19mm Superpave	TON	63.60
H	Asphalt Section 401 - Scratch Course	TON	62.90
I	Asphalt Section 402 - 9.5mm Superpave	TON	72.54
J	Asphalt Section 401 - Wearing 1	TON	62.90
K	Asphalt Section 402 - Wearing 1	TON	72.10
L	Asphalt Section 401 - 4.75mm Superpave	TON	77.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	86.00
N	Asphalt Section 401 - Wearing III	TON	75.00
O	Asphalt Section 402 - Wearing III	TON	78.00
P	Asphalt Section 401 - 12.5mm Superpave	TON	65.74
Q	Asphalt Section 402 - 12.5mm Superpave	TON	72.38
R	Asphalt Plant Run	TON	62.90
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	2750.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	800.00

AMERI-6 OP ID: JT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2021

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 have ADDITIONAL INSURED provisions or 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 859-255-3355
Old Colony Ins. Service, Inc.
P. O. Box 9000
1900 Cambridge Drive
Lexington, KY 40533-9000
Smart Choice

CONTACT NAME: Mark Howard
PHONE (A/C, No, Ext): 859-255-3355 FAX (A/C, No): 859-259-1614
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property & Cas	36161
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AMERICAN ASPHALT OF WV, LLC
FREEDOM ASPHALT
2334 RTE 52
KENOVA, WV 25530

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	X		1R743277	07/12/2020	07/12/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			1R735683	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			1R744471	07/12/2020	07/12/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1R738415	07/12/2020	07/12/2021	X 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED AS REQUIRED BY CONTRACT

CERTIFICATE HOLDER STWV000

STATE OF WEST VIRGINIA
1900 KANAWHA BLVD.E., BLDG 5
CHARLESTON, WV 25305

CANCELLATION

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
Smart Choice
Mark Howard

ACORD 25 (2016/03)

Resolution No. 514-21

Introduced in Council: Adopted by Council:

July 19, 2021 ______________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 514-21 - Authorizing approval of Amendment No. 1 of the FY 2021—2022 Coal Severance budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:
That Amendment No. 1 of the FY 2021—2022 Coal Severance budget is approved as indicated on the attached list of accounts.

Coal Severance Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
002 298 0		Coal Severance Tax - Balance on Hand	(9,286)
002 000 00 000 5 566		Contributions to Other Funds	9,286

To recognize coal severance tax receivable to establish the beginning balance for FY 2022

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 516-21

Introduced in Council: Adopted by Council:

July 19, 2021 ____________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 516-21 - Authorizing the Mayor or City Manager to approve Change Order No. 1 to a concrete pavement contract (#E8-05/21-135U) with McClanahan Construction Company in the amount of $59,775 to account for additional repairs needed along Kanawha Boulevard between Magic Island and the Elk River.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to approve Change Order No. 1 to a concrete pavement contract (#E8-05/21-135U) with McClanahan Construction Company in the amount of $59,775 to account for additional repairs needed along Kanawha Boulevard between Magic Island and the Elk River.

<u>**2021 Concrete Street Repair Project #E8-05/21-135U**</u>

CHANGE ORDER NO.1

Council Approval of Contract: **May 17, 2021**

Contractor: **McClanahan Construction Company, LLC**
744 Poca River Road N
Poca, WV 25159

Description:

This change order will allow McClanahan Construction Company, Inc. to repair approximately 3,000 ft^2 of additional concrete pavement. The work includes approximately 75 yd^3 of Class K Portland Cement Concrete Pavement at \$608/yd^3 and approximately 105 TON of aggregate base at \$135/TON. The total amount of this change order is \$59,775.

Original Contract Price:	**\$559,780.00**
Total of this Change Order:	**\$ 59,775.00**
Total of previously approved Change Orders	**\$ 0.00**
Contract Price with all Approved Change Orders	**\$619,555.00**

Approved by: **Accepted by:**

________________________________ ________________________________

City of Charleston **McClanahan Construction Company, LLC**

________________________________ ________________________________

Date **Date**