



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
Tuesday, September 7, 2021
6:15 PM

CITY COUNCIL CHAMBERS, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 8-16-2021

II. RESOLUTIONS:

- a. Resolution No. 530-21 - Authorizing the Mayor or City Manager to submit an application under the Kanawha County Public Safety Grant Program for funds to be used by the Charleston Police Department to purchase two pole cameras for criminal investigation purposes in high crime areas around the city.
- b. Resolution No. 531-21 - Authorizing the Mayor or City Manager to enter into a contract with Tempo Construction LLC to construct a new city park located at the corner of Beatrice Street and Washington Street, West.
- c. Resolution No. 532-21 - Authorizing approval of Amendment No. 2 of the FY 2021—2022 General Fund Budget.
- d. Resolution No. 533-21 - Authorizing the Mayor or City Manager to enter into a contract with Pickering Associates, Inc. to provide engineering services for HVAC renovations for the Martin Luther King, Jr. Community Center and the North Charleston Community Center.
- e. Resolution No. 534-21 - Authorizing the Mayor or City Manager to purchase vehicles to be used by the Charleston Police Department.

III. THE AGENDA WAS AMENDED 9-2-2021 to change the meeting location

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., AUGUST 16, 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., August 16, 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
Brent Burton (arrived at 6:16, after approval of the minutes)
Becky Ceperley
Mary Beth Hoover

Absent:
None

Other Councilmembers present:
Chad Robinson

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the August 2, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 523-21 – Authorize the Mayor or City Manager to submit an application to the WV Governor’s Highway Safety Program in the amount of \$518,000 and administer any funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant’s salaries.

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

That the Mayor or City Manager is authorized to submit an application to the WV Governor’s Highway Safety Program in the amount of \$518,000 and administer any funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant’s salaries.

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

City Manager, Jonathan Storage, added that the resolution is for a grant program that the City has administered for over 20 years, and has partnered with other municipalities and jurisdictions to help coordinate the funds.

Councilmember Jenkins asked if the amount listed was typically what the City has received. Grant Coordinator, Melissa Taylor, replied that it was a typical amount, although it has steadily increased over the 20 years. She added that the amount has almost tripled for this year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 523-21 approved.

- b. Resolution No. 524-21 – Authorizing the Mayor or City Manager to enter into a contract with HDR Engineering, Inc. in an amount not to exceed \$49,768.93 to complete a traffic study at the intersection of Virginia Street West and Delaware Avenue, where the study will include, but is not limited to, the evaluation of current traffic conditions, pedestrian characteristics, and physical characteristics of the intersection to accommodate increased pedestrian traffic.

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 HDR Engineering, Inc. in an amount not to exceed \$49,768.93 to complete a traffic study at the intersection of Virginia Street West and Delaware Avenue, where the study will include, but is not limited to, the evaluation of current traffic conditions, pedestrian characteristics, and physical characteristics of the intersection to accommodate increased pedestrian traffic.

Storage added that the resolution refers to the 5-Corners section on the West Side. There has been an increase in pedestrian traffic due to the recent move of HealthRite to the area. Some crosswalk deficiencies, etc. have been identified, so a study is needed to accurately calibrate the timing for traffic devices.

Councilmember Adams what was the timing for the study. Storage replied that the intent was to begin within the next two weeks, and will be a three to four month process.

Councilmember Jenkins asked if it would be possible to address discussions that have been had concerning converting one-way streets to two-way streets. He asked if the study would still be effective if one of the streets involved was converted to a two-way street. Director of Streets and Traffic, Matt Hartline, replied that they could discuss that possibility with the firm.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 524-21 approved.

- c. Resolution No. 525-21 - Authorizing the Mayor or City Manager to enter into an Agreement with Environmental Systems Research Institute, Inc. ("ESRI"), for a total of \$112,000.00 for a three-year software license agreement for the Geographic Information System ("GIS") software licenses for the Information Systems Department.

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

That the Mayor or City Manager is authorized to enter into an Agreement with Environmental Systems Research Institute, Inc. ("ESRI"), in the amount of \$112,000.00 for a three-year software license agreement to upgrade the current Geographic Information System ("GIS") software licenses for the Information Systems Department.

Storage added that the City has been using the mapping system for many years, specifically by the IS and Planning Departments. He added that the three-year contract is at a reduced rate.

Councilmember Jenkins added that the program is a very useful and powerful tool. He confirmed that the change in rate was due to population decrease.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 525-21 approved.

- d. Resolution No. 526-21 - Authorizing the Mayor or City Manager to enter into a contract with Suttle & Stalnaker, PLLC in the amount of \$85,000 to perform pension calculations on behalf of the Charleston Firemen's Pension and Relief Fund Board of Trustees to determine whether current pension distributions conform with applicable State law.

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 Suttle & Stalnaker, PLLC in the amount of \$85,000 to perform pension calculations on behalf of the Charleston Firemen's Pension and Relief Fund Board of Trustees to determine whether current pension distributions conform with applicable State law.

Storage added that the Municipal Pension Oversight Board had alerted the City to the fact that there may be miscalculations in pensions as prior secretaries for the Charleston Fire Pension Board were not using the State calculator tool. It was also recommended that the City use an outside firm.

Councilmember Jenkins confirmed with Storage that payment for the audit would come from the City Manager's Professional Services account.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 526-21 approved.

- e. Resolution No. 527-21 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with ESI Production Services in the amount of \$61,049.67 to install a sound system for the performance theater located within the Charleston Coliseum & Convention Center, where the contract will first be reviewed by the City Solicitor for approval as to form.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with ESI Production Services in the amount of \$61,049.67 to install a sound system for the performance theater located within the Charleston Coliseum & Convention Center, where the contract will first be reviewed by the City Solicitor for approval as to form.

Executive Director of the Charleston Coliseum & Convention Center, Patrick Leahy, added that the proposed permanent, state of the art sound system would eliminate the need to rent equipment for concert events.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 527-21 approved.

- f. Resolution No. 528-21 - Authorizing settlement of pending disputed claims against the City in the matter known as Johnny L. Barker v. City of Charleston, et al., Civil Action No. 2:20-cv-00357 in the United States District Court for the Southern District of West Virginia, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Johnny L. Barker, as contained in Civil Action No. 2:20-cv-00357 in the United States District Court for the Southern District of West Virginia, in the amount of \$45,000, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

City Attorney, Kevin Baker, added that the incident involved a homeowner who called the police on a trespasser inside a vacant house. After repeated warnings to exit a crawlspace, a canine was released. The individual suffered injuries due to this, and was in the hospital for approximately 14 days, and accrued approximately \$300,000 in medical bills. Baker added that they brought a lawsuit against the City, which they have been defending over the last year. The City won a vast majority of the case on summary judgement, with trial being set for next week. Baker's recommendation to settle is based on the potential risk if the City did not succeed at trial. While he does believe the City would succeed. The cost of going to trial would likely exceed the proposed settlement amount.

Councilmember Ceperley asked if settling would set a precedent for future lawsuits. Baker replied that he couldn't speak to how the public would view it, but he has to analyze every incident individually to determine what is in the best interest of the City. He added that the judges order was in the City's favor for the vast majority of the case, which is good for the City to have as a precedent. Baker added that he was not concerned about a negative precedence in this scenario.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, with at least one recognized Nay from Ceperley, Chairperson Jenkins declared Resolution No. 528-21 approved.

III. DISCUSSION:

Councilmember Jenkins asked the Committee if they would want to move back to meeting virtually in light of the Delta variant and increases in Covid-19. Councilmembers Reishman and Ceperley mentioned that they would prefer to keep meeting in person.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 530-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 530-21 - Authorizing the Mayor or City Manager to submit an application to the
2 Kanawha County Commission under the Kanawha County Public Safety Grant Program in the
3 amount of \$19,900 and administer any funds awarded. These funds will be used by the
4 Charleston Police Department to purchase two pole cameras for criminal investigation
5 purposes in high crime areas around the city.

6

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

8

9 That the Mayor or City Manager is hereby authorized to submit an application to the Kanawha
10 County Commission under the Kanawha County Public Safety Grant Program in the amount of
11 \$19,900 and administer any funds awarded. These funds will be used by the Charleston Police
12 Department to purchase two pole cameras for criminal investigation purposes in high crime
13 areas around the city.

Resolution No. 531-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 531-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Tempo Construction LLC in the amount of \$235,023.84 to construct a new city park located at
3 the corner of Beatrice Street and Washington Street, West, as the result of a competitive
4 bidding process.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a contract with Tempo Construction
9 LLC in the amount of \$235,023.84 to construct a new city park located at the corner of Beatrice
10 Street and Washington Street, West, as the result of a competitive bidding process.

BEATRICE STREET RECREATION AREA RFP P9-06/21-138
Bid Opening Date 8/27/21

			Tempo Construction 40028 25364 741-5588 mary.cleland@tempowv.com		PO Box Charleston WV 304-	SQP 281 Smiley Drive St. Albans WV 25177 304-440-9200 estimating@sqpgc.com	McClanahan Construction Company 744 Poca River Road N. Poca WV 25159 304-776-3355 russkerkes@suddenlinkmail.com	
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Item 3.01 Mobilization	LS	1	\$11,198.00	\$11,198.00	\$12,300.00	\$12,300.00	\$14,000.00	\$14,000.00
Item 3.02 – Erosion & Sediment Control	LS	1	\$3,681.00	\$3,681.00	\$6,000.00	\$6,000.00	\$2,460.00	\$2,460.00
Item 3.03 – HMA Base Course	SY	1628	\$21.96	\$35,750.88	\$18.50	\$30,118.00	\$25.00	\$40,700.00
Item 3.04 – HMA Wearing Course	SY	1628	\$17.21	\$28,017.88	\$14.00	\$22,792.00	\$20.00	\$32,560.00
Item 3.05 – Engineering Fabric	SY	1628	\$12.44	\$19,926.72	\$4.50	\$7,326.00	\$3.50	\$5,698.00
Item 3.06 – Base Aggregate	CY	272	\$133.80	\$36,393.60	\$100.00	\$27,200.00	\$190.00	\$51,680.00
Item 3.07 – Drainage Swale with 24" Underdrain	LS	1	\$21,561.50	\$21,561.50	\$60,334.00	\$60,334.00	\$36,000.00	\$36,000.00
Item 3.08 – Allowances	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Item 3.09 – 10' Chain-link Fencing and Gates	LF	551	\$93.81	\$51,689.31	\$100.00	\$55,100.00	\$120.00	\$66,120.00
Item 3.10 – 3' Chain-link Fencing and Gates	LF	63	\$28.65	\$1,804.95	\$60.00	\$3,780.00	\$95.00	\$5,985.00
Base Bid Total			\$235,023.84		\$249,950.00		\$280,203.00	
Local Vendor Preference (4%)			(\$5,000) \$230,023.84		DID NOT REQUEST		(\$5,000) \$275,203.00	

Resolution No. 532-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 532-21 - Authorizing approval of Amendment No. 2 of the FY 2021—2022
2 General Fund Budget as indicated on the attached list of accounts.
3
4 Be it Resolved by the Council of the City of Charleston, West Virginia:
5
6 That Amendment No. 2 of the FY 2021—2022 General Fund Budget as indicated on the
7 attached list of accounts is approved.

General Fund FY 2021-2022 Budget Amendment No. 2 - September 7, 2021

Account No.	Department	Account Description	Amount
001 420 00 000 3 345	Engineering	Uniforms	350
001 420 01 000 3 345	Engineering - Stormwater	Uniforms	100
001 436 00 000 3 345	Building Commission	Uniforms	550
001 440 00 000 3 345	General Services	Uniforms	550
001 500 00 000 3 345	Morris Square	Uniforms	50
001 567 00 000 3 345	Public Grounds	Uniforms	1,300
001 567 01 000 3 345	Public Grounds - Carriage Trail	Uniforms	100
001 712 00 000 3 345	Traffic Engineering	Uniforms	500
001 750 00 000 3 345	Streets	Uniforms	3,600
001 754 00 000 3 345	Equipment Maintenance	Uniforms	900
001 800 00 000 3 345	Refuse	Uniforms	3,300
001 900 00 000 3 345	Parks	Uniforms	850
001 952 00 000 3 345	Spring Hill Cemetery	Uniforms	250
001 699 00 000 5 598	Contingency	Contingency	(12,400)

To increase the uniform budget for various departments to provide a \$50 increase to the footwear allowance for eligible employees.

001 369 12 0000	Transfers from Other Funds	American Rescue Plan Act Fund	(454,556)
001 429 00 000 1 103	Compensation Initiatives	Salaries & Wages	417,000
001 429 00 000 1 104	Compensation Initiatives	FICA	23,021
001 429 00 000 1 107	Compensation Initiatives	Uniform Retirement - New Plan	14,535

To provide for an employee vaccine incentive utilizing funds received through the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

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



MEMORANDUM

To: All City Employees

From: Mandi Carter, Director of Human Resources *mkc*

Date: August 24, 2021

Re: **EMPLOYEE COVID VACCINE INCENTIVE PROGRAM**

On Tuesday, September 7th, Mayor Goodwin will ask City Council to approve an allocation of American Rescue Plan funding to support giving either a \$500 cash payment or \$500 Health Savings Account contribution to eligible City employees. To be eligible for this voluntary incentive program, employees **must have at least two doses of either the Pfizer or Moderna vaccines, or one dose of the Johnson & Johnson vaccine on or before October 31, 2021.**

If passed by City Council on September 7, employees wishing to participate in the program must self-report their proof of full vaccination by bringing their COVID-19 Vaccination Record Card to Human Resources during the hours of 9 a.m. to 4 p.m., Monday through Friday. A copy will be made of the vaccination record card and the employee is strongly encouraged to bring their completed *COVID-19 Vaccine Incentive Program Election Form* (attached hereto) with them to HR. If they do not bring their form, the employee will be required to complete it in-person while in HR. Both a copy of the card and the form will be retained by HR. When submitting the cards/forms to HR, please be cognizant of the City's current *COVID-19 Health and Safety Policy* requirements regarding social distancing and the prohibition of employees gathering in groups.

As with other income, the employee will pay taxes and deductions on the \$500 cash payment, made via the regular payroll process. If the employee chooses the \$500 Health Saving Account contribution (PEIA Plan C participants only), no taxes or deductions will be made.

Pending approval of City Council, HR will immediately begin collecting the vaccination cards and election forms on Wednesday, September 8th. In order to receive a cash payment or HSA deposit on October 1, 2021, employees must submit proper proof and election documentation, as determined by HR, by September 21, 2021.

In order to receive a cash payment or HSA deposit on November 12, 2021, employees must submit proper proof and election documentation, as determined by HR, by **November 2, 2021, no later than 11 a.m.**

Employees who do not obtain the required shot(s) on or before October 31, 2021, will not be eligible for the program and will not receive the incentive pay or HSA deposit.

The Centers for Disease Control and Prevention (CDC) recommends a second Pfizer vaccine dose three weeks after a first dose. Three weeks before October 31 is October 8. A second Moderna dose is recommended four weeks after a first dose. Four weeks before October 31 is October 3.

The City has a priority to provide a safe working environment and the COVID-19 vaccine is the best safeguard we have to prevent infection. By getting the vaccine, employees help support the efforts made towards safety and confirm a commitment to the citizens to provide important City services. We hope you will participate in this great program!

Attachment

Cc: Amy Shuler Goodwin, Mayor
Matthew Sutton, Chief of Staff
Jonathan Storage, City Manager
Chad Jones, Interim Director, Homeland Security and Emergency Management
Cheryl Beasley, Payroll Administrator

Resolution No. 533-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 533-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Pickering Associates, Inc., in the amount of \$30,000 to provide engineering services for HVAC
3 renovations for the Martin Luther King, Jr. Community Center and the North Charleston
4 Community Center, where the contract includes services relating to technical system design,
5 bidding administration, and construction administration.

6

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

8

9 That the Mayor or City Manager is authorized to enter into a contract with Pickering
10 Associates, Inc., in the amount of \$30,000 to provide engineering services for HVAC
11 renovations for the Martin Luther King, Jr. Community Center and the North Charleston
12 Community Center, where the contract includes services relating to technical system design,
13 bidding administration, and construction administration.

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

PICKERING ASSOCIATES

Qualifications, Experience and Past Performance (50 points)

50

Oral Interview (50 points)

47

97

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.

Signature

Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

ZDS

Qualifications, Experience and Past Performance (50 points)

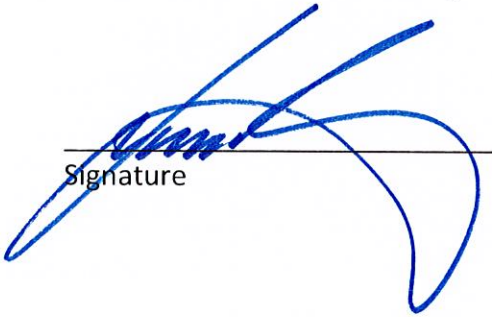
45

Oral Interview (50 points)

40

85

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.


Signature

7-26-21
Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman

Engineering Services Review Committee
North Charleston and Martin Luther King Jr. Community Center HVAC Replacement
July 26, 2021

--SCORING SHEET--

MCKINLEY

Qualifications, Experience and Past Performance (50 points)

43

Oral Interview (50 points)

35

78

I, Jonathan Storage, certify that this scoring sheet represents the final score issued by the Review Committee for the engineering firm listed above.

Signature

Date

Committee Members:

Jonathan Storage, City Manager
Rashaun Sayles, Parks & Rec Director
Tony Harmon, Building Commissioner
Andy Backus, MOECD Director
Mike Cochran, Maintenance Foreman



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Agreement for the Provision of Professional Services

Document 11: Rev 7, 06/19/12

Project Title: MLK and North Charleston Rec Centers HVAC Renovations
PA Project No.: 2211051 Rev # 0

Client: City of Charleston
Billing Address: 501 Virginia Street, East
Charleston, WV 25301
Project Location: MLK, 300 Donnally Street, Charleston
North Charleston, 2009 7th Avenue, Charleston

Contact Name: Jamie Bowles, Purchasing Director
1.304.348.8014 x 176
Jamie.bowles@cityofcharleston.org

Proposal Date: August 27, 2021
Proposal Expiration Date: 30 days from Proposal Date

PA Project Manager: Sean G. Simon, AIA, NCARB

1. Project Scope:

The City of Charleston is seeking professional engineering services for HVAC renovations at MLK and North Charleston Rec Centers. The renovations include replacement of roof top units (RTU's). Additionally make recommendations on modifications to existing conditions, including ductwork and thermostat locations, to improve performance. The intent is to reuse the existing ductwork as much as possible. We plan to use the existing electrical distribution system in each building.

Engineering Services

1. Site visits as necessary to document existing conditions.
2. Prepare cost estimates with 65% and 100% deliverable.
3. Design Services
 - a. Demolition drawings to include removal of:
 - i. Identified RTU's and associated electrical items.
 - ii. Agreed upon modifications (i.e. thermostat relocation)
 - b. Development of construction bid drawings and project manual specifications for new equipment. New work will include:
 - i. Add cooling to of each of the gyms RTUs.
 - ii. Replacement of the RTU's and associated electrical.
 - iii. New thermostat locations.



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4. Deliverables

- a. 35% Schematic Drawings.
- b. 65% drawing package and outline specifications (PDF).
- c. 100% bid drawing package and completed project manual of specifications.

Bidding and Construction Services

1. Details what we will do after delivery of Construction Package
2. Deliverables include (i.e)
 - a. Delivery Legal Ad to City of Charleston to run in the paper. Post bid package on Pickering Plan Room for contractors.
 - b. Submit to Fire Marshal for review (City would pay review fee)
 - c. Pre-bid
 - d. Answering RFI's
 - e. Award and Contract Development
 - f. Project Kick-off meeting
 - g. Submittal Review
 - h. Approving Applications for Payment
 - i. Facilitating Construction Meetings (6)
 - j. Punchlist
 - k. Review Balancing Report for Building Commissioning
 - l. Release of Liens Form

2. Project Budget

- Lump Sum \$ 30,000.00

3. Project Schedule

The project schedule outlined below reflects an estimate based on communications with the client at time of proposal. Each milestone may take more or less time than outlined in this estimate based on multiple variables and the involvement of future stakeholders. As the project progresses, Pickering will update this schedule to reflect actual milestone achievement dates and adjust future milestone dates accordingly.

	Earliest Date
Project Start:	Receipt of Signed Agreement/PO 09/2/21
35% Schematic Design Package/Estimate:	start+2 weeks
65% Drawing Package/Estimate:	start+4 weeks
100% Package/Issued for Bid:	start+6 weeks

ARCHITECTURE • PROJECT MANAGEMENT • SURVEYING • CIVIL ENGINEERING • STRUCTURAL ENGINEERING • MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING • PROCESS ENGINEERING • AUTOMATION AND CONTROLS • CONSTRUCTION ADMINISTRATION



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4. Proposal Clarifications, Assumptions and Special Conditions

1. This proposal includes reasonable costs associated with the management of the project, including the development and articulation of the project scope, budget and overall project schedule. Additionally, coordination meetings with the client and important stakeholders as well as internal project coordination are included as they pertain to the development and communication of the scope of work. Project Management outside these conditions may be provided as an additional cost.
2. Unless specifically indicated otherwise in the proposal, the cost of any fees and/or permits associated with the project will be paid for or reimbursed by the client in addition to the fees herein proposed. All permits shall be issued in the name of the Client.
3. Pickering Associates will provide drawings for the Client's review and approval at various phase gates. Client will be responsible for approving the drawings prior to proceeding with the next design stage unless this approval is waived.
4. A Site Environmental Analysis is not included. The Owner will be responsible for determining if there is any site contamination and correction of same if required. If the site is found to contain existing environmental issues, Pickering Associates shall be compensated for all additional time and expenses associated with working with and rectifying the respective issues.
5. Revisions to this proposal may be required as site conditions and/or project design requirements change which are considered by Pickering Associates to be beyond the scope of this proposal. Project scope revisions will be handled in writing between both parties.
6. The project schedule is an estimate based on information known at the time of the proposal and subject to validation at the time the contract is executed and change with changing project conditions, resource constraints and progressive elaboration.
7. Unless noted otherwise, special studies, life cycle cost analysis or other studies which may be requested by the Client shall be provided at an additional cost.
8. An allowance for normal reimbursable expenses is included in the project budget. Normal reimbursable expenses included are as follows: document reproduction expenses and mileage for site visits and client review meetings. Additional reimbursable expenses such as photographic processing, overnight delivery fees, etc. are not included in the lump sum fee above and will be invoiced on a time and materials basis with prior client approval.
9. Unless noted otherwise, this proposal does not include construction inspection or other construction engineering services. Construction engineering or inspection services can be provided on a time and expense basis as requested by the Client. Submittal review and "as-built" drawing creation shall be considered construction engineering.



Architects • Engineers • Surveyors

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Execution of Agreement:

Project Title:	MLK and North Charleston Rec Centers HVAC Renovations	
PA Project No.:	2211051	Rev # 0
Project Budget:	Lump Sum	\$ 30,000.00
Proposal Date:	August 27, 2021	
Proposal Expiration Date:	30 days from Proposal Date	

By witness below each of the parties have agreed to the above terms and conditions:

Offered by:

Accepted by:



(Signature) 8/27/21
(Date)

Zac Campbell, PMP
VP of Projects
Pickering Associates

(Signature) (Date)

City of Charleston

The Professional Services Terms and Conditions that follow are part of this agreement.



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Professional Services Terms and Conditions

Pickering Associates shall perform the services outlined in this agreement for the stated proposed architectural/engineering scope. This proposal shall only be valid for 30 days after the proposal Issue Date.

Project Scope Changes

Revisions to this proposal may be required if site conditions and/or project requirements change and create extreme challenges considered beyond the scope of this proposal. Pickering Associates shall be immediately informed of any design changes or additional information. The engineering budget does not include any engineering, design, and/or drafting services for the proposed work unless specifically mentioned and detailed in this proposal. This proposal is based on our understanding of the project scope of work as provided by the Client at the time of this proposal.

Time-and-Materials Fee

If proposed as a time-and-materials quotation the total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. The Client will be notified when fees reach 90% of the estimate, at which time the Client shall direct Pickering Associates concerning proceeding. The Client shall be responsible for all fees to date at any given time. Pickering Associates has the right to modify rates at regular annual intervals.

Lump Sum Fee

The total fee shall be understood to be a lump sum, based upon Scope of Services. Fees shall be invoiced at various milestones based on percent completion to date with the full fee due upon completion of the Scope. Work outside the Scope of Services shall only be completed under supplemental fees as specified in this proposal by written approval of the Client. For the portion of the work that is being performed on a time-and-materials basis, Pickering Associates has the right to modify rates at regular annual intervals.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Pickering Associates may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend work or service provision until payment terms are reached. Retainers, if included in the contract, shall be credited on the final invoice. A service charge will be charged at 1.5% (or the highest legal rate allowed) per month on the unpaid balance for all accounts over 30 days. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay the amounts including the cost of collection, including reasonable attorneys' fees.

Standard of Care

In providing services under this agreement, Pickering Associates will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Pickering Associates will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Pickering Associates' part of the Project. Regardless of any other term or condition of this Agreement, Pickering Associates makes no express or implied performance guarantee or warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. Field surveys by Pickering Associates shall consist of measurements using standard tape measures, measuring wheels, levels, and existing drawings. Tolerances of created objects shall be based on accuracy of existing drawings and reasonable human/recording measurement method error. Unless specifically stated, Pickering Associates shall not be responsible for any work associated with additional property, easement, and/or right-of-way acquisition. All specifications provided or identified by the Client at the time of project inception shall be incorporated into the design.



Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Pickering Associates shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Access to the Work Site and Existing Documents

Unless otherwise stated, Pickering Associates will have access to the site for activities necessary for the performance of the services. Pickering Associates will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Additionally, Pickering Associates will have access to previous engineering and design documents that apply to the project.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Pickering Associates has reason to believe that such a condition may exist, Pickering Associates shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Pickering Associates has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Pickering Associates shall not be responsible for the existing condition nor any resulting damages to persons or property. Pickering Associates shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. This proposal does not include any work related to asbestos containing materials, PCB's, lead, or other environmental hazards. If the site needs to be tested or is found to contain existing hazardous issues, Pickering Associates shall be compensated for all additional time and expenses associated with working with and rectifying the respective issues.

Evaluation and design both will be based on member sizes, material properties, and other properties and uncompromised material properties. (Various assumptions will be listed on the drawings and will be assumed correct unless notified otherwise in writing.) Pickering Associates shall not be responsible for existing construction deficiencies or the complete structural integrity of any existing structure. It shall be the Client's responsibility to verify construction loads do not exceed the loading conditions stated on the construction drawings.

Indemnifications

The Client shall indemnify and hold harmless Pickering Associates and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Pickering Associates) or anyone for whose acts any of them may be liable. This indemnification shall include the client's failure to promptly perform tasks for which they were responsible or for the disclosure of pertinent information.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and Pickering Associates, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Pickering Associates total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of Pickering Associates' fee (whichever is less) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Pickering Associates negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Unless expressly implied, Pickering Associates will not be responsible for consequential, punitive or speculative damages or lost profits.



Architects • Engineers • Surveyors

Termination of Services

Either party may terminate this agreement upon 10 days written notice should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Pickering Associates for all services rendered to the date of termination, all-reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Pickering Associates under this agreement, including electronic files, shall remain the property of Pickering Associates and may not be used by this Client for any other purpose without the written consent of Pickering Associates. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Pickering Associates and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Pickering Associates and its consultants.

Notification

The Client shall promptly report to Pickering Associates any actual or suspected errors or omissions in the project or defects in their services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify Pickering Associates in a timely manner shall relieve the Pickering Associates of the costs of remedying the errors or omissions above the sum such prompt notification would have allowed. Customer will notify Pickering Associates within one (1) year of their intention to bring a claim against Pickering Associates for work they performed.

Construction Activities

Pickering Associates shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and Pickering Associates shall be submitted by the claimant within 7 working days in writing to the other party for review and resolution within 5 working days of notification. Upon continued disagreement, then non-binding mediation shall be employed within the next 30 days, subject to the parties agreeing to a third-party mediator(s) at each party's expense. This agreement shall be governed by the laws of the principal place of business of Pickering Associates.

Force Majeure

If Pickering Associates is prevented from doing or completing their work by an act of God or other unforeseen events (power failure, labor strike, earthquake, etc.), then Pickering Associate's inability to perform the work in accordance with the project schedule will be excused for a reasonable time.

End of Professional Services Terms and Conditions

**ADDENDUM TO
AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES**

This is an Addendum to "Agreement for the Provision of Professional Services" (the "Agreement") between Pickering & Associates ("Vendor") and the City of Charleston ("City"), collectively "the Parties." The Agreement contains one or more contractual terms that the City cannot or will not accept and the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms of the Agreement in consideration for the City's consent to the remaining terms of the Agreement. The Parties agree that the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Agreement:

1. **INCORPORATION OF RFP AND ORDER OF PRECEDENCE** – This Addendum explicitly incorporates all of the terms of the EOI documents by the City and Vendor, which are attached hereto as Exhibit A. This Addendum modifies and supersedes anything contained in the Agreement whether or not it occurred before or after the signing of this Addendum. In the event of any conflict between the Agreement and this Addendum, the Addendum shall control.
2. **ORDER OF PRECEDENCE** – This Addendum modifies and supersedes anything contained in the Agreement whether or not it occurred before or after the signing of this Addendum. In the event of any conflict between the Agreement and this Addendum, the Addendum shall control.
3. **DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
4. **NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.

5. **GOVERNING LAW** – The Agreement and this Addendum shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
6. **TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
7. **PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
8. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.
9. **RECOUPMENT** – Any language in the Agreement waiving the City’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
10. **FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
11. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
12. **SIMILAR SERVICES** – Any provisions limiting the City’s right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
13. **ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney’s fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
14. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days

written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City's prior written consent, which will not be unreasonably delayed or denied.

15. **LIMITATION OF LIABILITY** – Any provision limiting the Vendor's liability for direct damages to person or property or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor's liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
16. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
17. **TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained during the current fiscal year due to termination by the City prior to the end of any current agreement term.
18. **RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
19. **INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
20. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
21. **NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
22. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
23. **DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
24. **CONFIDENTIAL INFORMATION** – Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the "Freedom of Information Act") and W.Va. Code § 6-9A-1 *et seq.* (the "Open Governmental Proceedings Act"). Any provisions regarding confidential treatment or

non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City's sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.

25. **WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
26. **PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.
27. **THIRD-PARTY SOFTWARE** – If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
28. **AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to this Addendum without the authorized and express written approval of the Mayor of the City of Charleston.
29. **LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

[Signature Page Follows]

ACCEPTED BY:

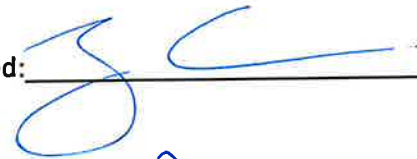
CITY OF CHARLESTON

Signed: _____

Title: _____

Date: _____

VENDOR

Signed:  _____

Title: VP of PROSECTS _____

Date: 8-30-21 _____

Resolution No. 534-21

Introduced in Council:

Adopted by Council:

September 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 534-21 - Authorizing the Mayor or City Manager to purchase 12 police
2 interceptor SUVs from Stephens Auto Center in the amount of \$398,796.00, where the
3 purchase price was determined through a competitively sourced statewide contract.

4

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

6

7 Authorizing the Mayor or City Manager to purchase 12 police interceptor SUVs from Stephens
8 Auto Center in the amount of \$398,796.00, where the purchase price was determined through
9 a competitively sourced statewide contract.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 9/2/2021 **Purchase Order #:** _____

Vendor: Stephens Auto Center **Phone #:** 304-369-2411

Contact: Mike Ballard **Fax:** _____

Address: P.O. Box 278 Danville, WV 25053
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
12	2022 Police Interceptor Utilities (Iconic Silver Metallic)	33,114.00	397,368.00
12	Deduct (Ultimate Wiring Package)	527.00	6,324.00
12	Deduct (Wire harness connector kit front/rear)	174.00	2,088.00
12	Add (Police Perimeter Alert)	675.00	8,100.00
12	Add (Pre-collision assist with pedestrian detection)	145.00	1,740.00
TOTAL			398,796.00

Requested By: Lt. J. Noland **Date:** 9/2/2021

Purpose of Request: New vehicles to replace the curent 100 series per normal rotation cycle.

Division Commander:
☐ Denied ☒ Approved  **Date:** 9/2/21

Bureau Commander:
☐ Denied ☐ Approved _____ **Date:** _____

Chief of Police:
☐ Denied ☐ Approved _____ **Date:** _____

Budget Officer:
☐ Denied ☐ Approved _____ **Date:** _____

Council Action Date: _____ **Account:** _____

STEPHENS

AUTO CENTER



PO BX 278 – 104 Stephens Drive – Rt. 119 & Lory Rd. – Danville WV 25053

(304) 369-2411 – www.stephensauto.com – 1-800-925-2411

DATE 02-SEP-21

CITY OF CHARLESTON
PO BOX 2749
CHARLESTON, WV 25330
304-348-6827

BELOW IS A QUOTE YOU REQUESTED:

2022 FORD POLICE UTILITY AWD (\$33,114.00)

SILVER

CLOTH FRONT/VINYL REAR

3.3 V6

10-SPEED AUTO TRANSMISSION

FRONT LICENSE BRACKET

DARK CAR FEATURE

LED SPOT LIGHT

DEFLECTOR PLATE

REAR DOOR HANDLE/LOCKS INOPERABLE

KEYLESS ENTRY

REVERSE SENSING

TRAILER TOW PKG

POLICE PERIMETER ALERT

PRE-COLLISSION ASSIST DETECTION

TOTAL EACH \$33,233.00 (12) \$398,796.00

THANKS FOR THE OPPORTUNITY TO EARN YOUR BUSINESS



Michael W. Ballard

ULTIMATE WIRING PKG DELETED (-527.00)

WIRE HARNESS CONNECTOR KIT DELETED (-174.00)

POLICE PERIMETER ALERT ADDED (+675.00)

PRE-COLLISSION ASSIST DETECTION ADDED (+145.00)



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: 07-09-2021

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 0216 0216 FLT2000000001 5	Procurement Folder:	594058
Document Name:	2020 or current Model year Police Utility AWD Four (4) door	Reason for Modification:	Change Order #4 per attached documentation.
Document Description:	2020 or current Model year Police Utility AWD Four (4) door		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-08-30
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-04-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000199714 STEPHENS AUTO CENTER PO BOX 278 DANVILLE WV 25053278 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Rebecca C Farmer Requestor Phone: (304) 957-8207 Requestor Email: becky.c.farmer@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount:

Open End

VENDOR COPY

MKP 07/14/2021

PURCHASING DIVISION AUTHORIZATION

DATE: *Tara Hyles*
ELECTRONIC SIGNATURE ON FILE

JUL 22 2021

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

7/27/2021

ENCUMBRANCE CERTIFICATION

DATE: *Robert M. Brown II*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order #4

Change Order # 4 issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 08/30/2021 through 04/24/2022 .

Remaining Renewals 16 months.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000			EA	33114.000000
Service From		Service To			

Commodity Line Description: 2020 or current model year Police Utility AWD Four (4) door

Extended Description:

2020 or current model year Police Utility AWD Four (4) door

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Stephens Auto Center

Authorized Signature: M. W. Ballard Date: 7-1-21

State of WV

County of Boone, to-wit:

Taken, subscribed, and sworn to before me this 1 day of 7, 2021.

My Commission expires 5-4, 2026



NOTARY PUBLIC

Stephanie Hill - Minnich
Purchasing Affidavit (Revised 01/19/2018)



Allan L. McVey
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT DIVISION
2101 WASHINGTON STREET, EAST
P.O. BOX 50121
CHARLESTON, WEST VIRGINIA 25305-0121

Kenny H. Yoakum
DIRECTOR

June 29, 2021

Stephen's Auto Center
Mr. Richard Stephens
CC: Mike Ballard
P. O. Box 278
Danville, WV 25053-278

RE: Contract CMA 0216 0216 FLT 2000000001

Mr. Stephens:

The State of West Virginia Fleet Management Division is offering to renew the subject contract under the same terms, conditions and pricing. The renewal dates are from August 30, 2021 to April 24, 2022.

If your company agrees to this renewal, please sign below and return original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed, dated and notarized.

Please contact me at 304-957-8207 if you have any questions.

Sincerely

Becky Farmer

Becky Farmer
Fleet Manager
Fleet Management Office for the State of West Virginia

M. W. Ballard Fleet Mgr. 7-1-21
Name Title Date