

CHARLESTON CITY COUNCIL

Regular Meeting

April 3, 2023

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 4-3-2023

PROCLAMATIONS

1. 4-3-2023

COMMUNICATIONS

1. 4-3-2023

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 784-23 – Authorizing the Mayor or City Manager to purchase a total of two 2023 Ram 1500 Classic Quad Cab Express pickup trucks for the Refuse Department and for the Parks and Recreation Department, from National Auto Fleet Group.
2. Resolution No. 785-23 - Authorizing the Mayor or City Manager to execute a change order

with Ozark Materials, LLC for the renewal of the City's Traffic Marking Paint purchase.

3. Resolution No. 786-23 - Authorizing the Mayor or City Manager to enter into an Agreement for LED Street Lights with Appalachian Power Company.
4. Resolution No. 787-23 - Authorizing the Mayor or City Manager to enter into an agreement for the repair or replacement of the roof at the Little Theater in the Charleston Coliseum and Convention Center.

REPORTS OF OFFICERS

1. 4-3-2023

NEW BILLS

1. 4-3-2023

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE APRIL 17, 2023 AT 7:00 PM.

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

Resolution No. 784-23

Introduced in Council:

Adopted by Council:

April 3, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 784-23 - Authorizing the Mayor or City Manager to purchase a total of two 2023 Ram 1500 Classic Quad Cab Express pickup trucks, one for the Refuse Department and one for the Parks and Recreation Department, from National Auto Fleet Group, for a unit cost of \$41,394.62 each and the total amount of \$82,789.24 pursuant to a competitively sourced multi-state contract. These will replace Refuse unit 138 and Parks and Recreation unit 305 as part of the fleet rotation schedule.

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 National Auto Fleet Group in the amount of \$82,789.24 for the purchase of two 2023 Ram 1500 Classic Quad Cab Express pickup trucks for the Refuse Department and Parks and Recreation Department, pursuant to a competitively sourced multi state 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: 3-22-23

for Replacing Refuse truck 138
and Park and Rec. truck 305

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: To purchase

2 2023 Ram 1500 classic (PS6L41) Express 4X4 Quad cab

Purchase justification: These are due to be replaced

If approved, the total purchase price will be: \$ 82,789.24

(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.)

These are getting purchased off the sourcewell contract.

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

1. National Auto Fleet Group Price Quote: \$ 82,789.24
2. _____ Price Quote: \$ _____
3. _____ Price Quote: \$ _____
4. _____ Price Quote: \$ _____
5. _____ Price Quote: \$ _____

The apparent low-bid vendor *meeting specifications* is: National Auto Fleet Group

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:

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: Don Ogle Department: Equipment Maintenance

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

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: _____

City Manager Approval: _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/7/2023

Quote ID: 33992

Order Cut Off Date: TBA

Kevin Oxley
City of Charleston WV
Equipment Maintenance
PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2023 Ram 1500 Classic (DS6L41) Express 4x4 Quad Cab 6'4" Box *Ltd Avail*,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$42,750.00	\$41,394.62	3.170 %	\$82,789.24	\$2,710.76
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$41,394.62		\$82,789.24	

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

This for replacing trucks
Refrigerator truck 138
Park and Rec truck 305

Vehicle Configuration Options

WHEELS

Code	Description
WFE	Wheels: 17" x 7" Aluminum, (STD)

TIRES

Code	Description
TTM	Tires: P265/70R17 BSW AS, (STD)

PRIMARY PAINT

Code	Description
PW7	Bright White Clearcoat

SEAT TYPE

Code	Description
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

AXLE RATIO

Code	Description
DMC	3.21 Rear Axle Ratio, (STD)

2023 Fleet/Non-Retail Ram 1500 Classic Express 4x4 Quad Cab 6'4" Box *Ltd Avail*

WINDOW STICKER

2023 Ram 1500 Classic Express 4x4 Quad Cab 6'4" Box *Ltd Avail*		
CODE	MODEL	MSRP
DS6L41	2023 Ram 1500 Classic Express 4x4 Quad Cab 6'4" Box *Ltd Avail*	\$40,855.00
OPTIONS		
WFE	Wheels: 17" x 7" Aluminum, (STD)	\$0.00
TTM	Tires: P265/70R17 BSW AS, (STD)	\$0.00
PW7	Bright White Clearcoat	\$0.00
TX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	\$0.00
DMC	3.21 Rear Axle Ratio, (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$40,855.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$42,750.00
Est City: 16 MPG		
Est Highway: 23 MPG		
Est Highway Cruising Range: 598.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

3.21 Rear Axle Ratio (STD)

EXTERIOR

Wheels: 17" x 7" Aluminum (STD)
Tires: P265/70R17 BSW AS (STD)

ADDITIONAL EQUIPMENT

50 State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery
160 Amp Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1750# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Center Hub
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Power Side Mirrors w/Manual Folding
Black Exterior Mirrors
Exterior Mirrors w/Heating Element
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Galvanized Steel/Aluminum Panels
Active Grille Shutters
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Front Fog Lamps

Tip Start
Radio w/Seek-Scan, Clock, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 3 w/5" Display
6 Speakers
Streaming Audio
Fixed Antenna
Audio Input Jack for Mobile Devices
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Front Facing Vinyl Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
Power Rear Windows
Rear Folding Seat
Rear Cupholder
Compass
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Heavy Duty Vinyl 40/20/40 Split Bench Seat
Day-Night Rearview Mirror
Mini Overhead Console and 1 12V DC Power Outlet
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
GPS Antenna Input
Charge Only Remote USB Port
Remote USB Port
Integrated Voice Command w/Bluetooth
Rotary Shifter-Black
Electronic Shift
Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins and 2nd Row Underseat Storage
Delayed Accessory Power
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks
Driver Information Center
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Manual Adjust Seats
40/20/40 Split Bench Seat
Front Armrest w/3 Cupholders
Sentry Key Immobilizer
1 12V DC Power Outlet

Air Filtration
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

Resolution No. 785-23

Introduced in Council:

Adopted by Council:

April 3, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 785-23 - Authorizing the Mayor or City Manager to execute a change order with Ozark Materials, LLC in the amount of \$35,060.30 for the renewal of the City's Traffic Marking Paint purchase, approved in Res. No. 591-22, changing the quantity purchased and unit price from last year's contract for an average price increase of \$1.6352 per gallon, and where the original contract was determined through a competitive bidding process and included an optional two year renewal.

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

That the Mayor or City Manager is authorized to execute a change order with Ozark Materials, LLC in the amount of \$35,060.30 for renewal of the City's Traffic Marking Paint contract, where the original purchase was determined through a competitive bidding process.



January 26, 2023

Ms. Jamie Bowles
Purchasing Director
501 Virginia Street, East
Charleston, WV 25301

RE: 2202-23 TRAFFIC MARKING PAINT PRICE INCREASE REQUEST

Dear Ms. Bowles

Please see the attached spreadsheet regarding a requested price increase for the City of Charleston Bid #2202-23. This increase is due to raw material, labor, and freight cost increases that have affected our production costs and have been implemented market-wide.

Two line items will be affected by this increase.

1. 24225-DR55 Yellow WV Type I
2. 14225-DR55 White WV Type I

Please let us know if there are any questions related to this change.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Michael Dean". The signature is fluid and cursive, with a large loop at the end.

D. Michael Dean
VP of Operations

City of Charleston, WV 2023 Price Increase Request

Bid # 2202-23

Product Number	Product Name	Old Price	Proposed New Price
24225-DR55	Yellow WV Type I	\$10.29	\$11.99
25200-DR55	Yellow TTP1952 E Type II Waterborne	\$10.03	\$11.59

City of Charleston, WV 2023 Price Increase Request

Bid # 2202-23

ITEM	QUANTITY	UNIT PRICE	TOTAL COST
YELLOW Traffic Marking Paint 55 Gallon Containers	29 Containers	\$659.45	\$19,124.05
WHITE Traffic Marking Paint 55 Gallon Containers	25 Containers	\$637.45	\$15,936.25
		TOTAL BID	\$35,060.30

Resolution No. 786-23

Introduced in Council:

Adopted by Council:

April 3, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 786-23 - Authorizing the Mayor or City Manager to enter into an Agreement for LED Street Lights with Appalachian Power Company.

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

That the Council for the City of Charleston authorizes the Mayor or City Manager to enter into an Agreement for LED Street Lights with Appalachian Power Company that contains, among others, the following provisions: (1) that Appalachian Power will update all of the approximately 5,900 street lights that it owns within the City of Charleston to LED street lights as part of a project to help Appalachian Power determine the cost to install, operate, and maintain LED streetlighting and to demonstrate the benefits of such LED street lighting; (2) that all of the LED street lights will be installed with full cutoff lights of no more than 4,000 Kelvin to prevent light pollution in the sky; (3) that no installation fees or other assessments beyond the monthly fees will be charged to the City for the upgraded street lights; (4) that the City's monthly fees associated with the approximately 5,900 street lights under the Agreement will be no more than 4.8% more than what the City currently pays for HPS street lights; and (5) that if Appalachian Power's Schedule S.L. rate for LED street lights lowers to within 4.8% of agreed rate or falls below the agreed rate, then the City will pay the Schedule S.L. rate. The City Council's authorization is subject to the final review and approval of the Agreement by the City Attorney.

Resolution No. 787-23

Introduced in Council:

Adopted by Council:

April 3, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 787-23 - Authorizing the Mayor or City Manager to enter into a contract with Ed's Home and Commercial Improvement in the amount of \$44,800.00 to replace the EPDM roof system of the Little Theater at the Charleston Coliseum and Convention Center, where the contract price was determined following 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 Ed's Home and Commercial Improvement in the amount of \$44,800.00 to replace the EPDM roof system of the Little Theater at the Charleston Coliseum and Convention Center.

Ed's Home and Commercial Improvement

155 Sawyer Drive, Elkview, WV

(304)965-6636 & (304)421-2942

edshomeandcommercial@yahoo.com

Owner Lawrence Davis

WV License# WV038100

PROJECT: Little Theater

200 Civic Center Dr.

Charleston, WV 25301

CONTACT: Jamie Bowles

City of Charleston

Purchasing Director

304-348-8014

Jamie.bowles@cityofcharleston.org

SCOPE OF WORK: EPDM ROOF SYSTEM REPLACEMENT

Install fully adhered EPDM roof system.

- Install 60 mil. EPDM.
- Price includes: all labor and materials necessary to complete project.
- All materials will be of new and good quality.
- All City, State, and Federal taxes are to be paid by contractor.
- Contractor will remove cardboard, trash, debris, etc. daily and will provide disposal.
- Completion of project expected to take between 5-7 working days, weather permitting.
- Total Contract \$44,800.00

Ed's Home and Commercial Improvement

155 Sawyer Drive, Elkview, WV

(304)965-6636 & (304)421-2942

edshomeandcommercial@yahoo.com

Owner Lawrence Davis

WV License# WV038100

SCOPE CONTINUED

- Invoices shall be billed in 3 payments as portions of the project are completed; 25% of project total due upon delivery of construction materials to project site, 65% due upon completion of work, and 10% retainer to be held until approval of warranty and purchaser satisfaction. Upon invoice receipt, payments shall be paid within 5 business days.
- Project Owner will receive a copy of a current contractor's WV Contractor's License, a current copy of WV Workers Compensation Certificate and General Liability Insurance, Payment and Performance bonds in the amounts of 100% each, and a W-9 form.
- Any changes required in the work order must be approved beforehand by the project owner and contractor.
- Additional penetrations made after initial warranty approval would be billed as additional charges and must be approved by Versico or warranty is void.
- Asbestos Testing not included in pricing. Asbestos abatement, if necessary, will incur additional charges.
- Commencement of project may depend on supplier availability of construction materials.

WV License# WV038100

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EXCEPTIONS AND DEVIATIONS

Optional: Vendor is not required to complete.

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

Enter exceptions and deviations below:

Edit More

BID AND PROPOSAL FORM (1 OF 3)

I agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

Accepted

I acknowledge that I have read the solicitation carefully and agree to its terms.

Edit More

BID AND PROPOSAL FORM (2 OF 3)

Search for item Code or Description

Reset Search

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price	Total Cost
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Alternates are not included in bid total

1 Little Theater Roof

1 item

Edit More

• BID AND PROPOSAL FORM (3 OF 3)

Edit More

☒ Local Vendor Preference -- By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation **

☒ Business & Occupation Tax -- By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation **

☒ Equal Employment Opportunities -- I acknowledge and agree that in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin **

Authorized Bidder's Signature:

Lawrence Davis

Title:

Owner

Printed/Typed Bidder's Name:

Lawrence Davis

Date:

3-22-23

Company Name:

Ed Home and Commercial Improvement

Address:

155 Sawyer Dr. Elkview WV 25071

Telephone Number:

304 965 6636

Fax Number:

Email Address:

edshomeandcommercial@yahoo.com

• MANDATORY PRE-BID MEETING

Edit More

A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications while performing a walk-through will be held at Charleston Coliseum & Convention Center at 200 Civic Center Dr. Charleston, WV 25301 at 10:30 a.m. on Tuesday March 21, 2023. (Bidder acknowledges the pre-bid meeting requirement.)

Ed's Home and Commercial Improvement

155 Sawyer Drive, Elkview, WV

(304)965-6636 & (304)421-2942

edshomeandcommercial@yahoo.com

Owner Lawrence Davis

WV License# WV038100

List of Stockholders:

Lawrence Davis



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

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

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will 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 a 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 the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Ed Home and Commercial Improvement

Authorized Signature: Ramona Davis Date: 3-22-23

■ VENDOR PROTESTS

Edit More

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **City Manager's Office, Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301**

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number
2. The solicitation number
3. A detailed statement of the legal and/or factual grounds for the protest.
4. Copies of all relevant and supporting documentation, if necessary, and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction, if the merits have previously been decided by a court of competent jurisdiction, or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to: increased costs of labor materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein, if there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the date of receipt of the written response to the protest by Selected Vendor, provided that City may in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee, the department head of the department making the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made both Protestor and Selected Vendor will be notified in writing of City's decision. In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest, provided that, if City, in its sole discretion determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature:

Laverne Davis

Date: 3-22-23

Required Document List

Name	Description	Omission Terms	Edit	More
List of Stockholders	Please upload a copy of Bidder's List of Stockholders	I have no Stockholders or have provided my List of Stockholders		
Drug-Free Workplace Conformance Affidavit	Please upload a signed and notarized copy of Bidding Affidavit			
City Purchasing Affidavit	Please upload a signed and notarized copy of Bidding Affidavit			
Bid Bond (5% of bid price)	Please upload a copy of a fully executed 5% bid bond			
Local Vendor Preference	OPTIONAL-Please upload a copy of Local Vendor Preference	OPTIONAL		
5 Required Documents				

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Ed Home and Commercial Improvement
155 Sawyer Drive
Elkview, WV 25071

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF CHARLESTON
501 VIRGINIA ST E
CHARLESTON, WV 25301

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of bid

PROJECT (Name, location or address, and Project number, if any):

Roofing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28

day of March, 2023

Lamorne Davis
(Witness)

Kamie Newberry
(Witness)

Ed Home and Commercial Improvement:

(Principal)

Owner

(Seal)

(Title)

Ann Henderson
THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

Attorney of Fact

(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.
S-2000-AIA (11/10) PUBLIC



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Ed Home and Commercial Improvement

Authorized Signature: Lawrence Davis Date: 3-27-2023

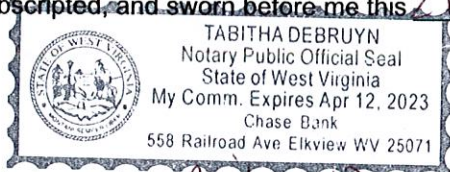
Lawrence Davis Owner
(Printed Name and Title)

State of West Virginia

County of Vanawha, to wit:

Taken, subscribed, and sworn before me this 27th day of March, 20 23.

[SEAL]



[Signature]
Notary Public

My Commission expires April 12, 20 23.

Name of Procurement: Little Theater Roof Bid Opening Date: 3-29-2023

Ed's Home and Commercial Improvement			Tri-State Roofing & Sheet Metal	
Item	Quantity	Price	Price	Extension
BID AND PROPOSAL FORM				
Little Theater Roof	1.00	\$44,800.00	\$96,784.00	
2 Items	Totals	\$44,800.00	\$96,784.00	
Local Vendor Preference		4% LVP \$43,008.00	4% LVP \$92,913.00	

Resolution No. 783-23

Introduced in Council:

Adopted by Council:

April 3, 2023

Introduced by:

Referred to:

Emmett Pepper and Jeanine Faegre

Planning, Streets and Traffic

Resolution No. 783-23 - A Resolution adopting the protection of the brick pavement on portions of Valley Road, Chester Road, Maple Road, Springdale Road, Poplar Road, Somerset Drive, Pine Road, and several alleyways within the City of Charleston.

WHEREAS, Mordicai Levi of Charleston, West Virginia constructed the first brick paved street in the United States on Summers Street in downtown Charleston between 1870-1873; and

WHEREAS, on April 23, 1889, Mordicai Levi of Charleston, West Virginia was granted the first patent (#401,52) by the United States Patent Office for the process of constructing brick pavement in the United States; and

WHEREAS, the brick paved streets located within the City of Charleston are therefore of special historical significance; and

WHEREAS, there are only a limited number of brick paved streets remaining within the City of Charleston; and

WHEREAS, brick streets help define the historic nature of neighborhoods and improve property values; and

WHEREAS, brick streets help maintain slower driving speeds in residential areas; and

WHEREAS, brick streets last longer and have long-term cost benefits compared to asphalt or cement-paved streets; and

WHEREAS, brick streets can be pervious, allowing groundwater replenishment, reducing runoff pollution, and the decreasing the likelihood of flooding events; and

WHEREAS, Valley Road was constructed around 1915 using brick pavers; and

WHEREAS, a number of the brick pavers in Charleston were manufactured by brickyards that no longer exist such as Athens Block, Trimble Brick Manufacturing, South Webster Block, Nelsonville Block, and Middleport Block, and are no longer available; and

1
2 WHEREAS, in 2003, the City of Charleston, in concert with Valley Road residents, repaired a
3 significant portion of the brick pavers on Valley Road, which had been damaged by flooding and
4 prior utility repairs, resulting in the complete restoration of the street; and
5

6 WHEREAS, paving brick streets forever damages the historic nature of the brick pavement
7 located there; and
8

9 NOW, THEREFORE, BE IT RESOLVED, that the existing brick pavement streets of Charleston be
10 preserved and that any portion disturbed for whatever reason be replaced in a manner
11 consistent with the original construction of brick pavers.

Bill No. 7987

Introduced in Council:

April 3, 2023

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance Committee

Bill No. 7987: A Bill and Order relating to the laying of levies on real, personal and public utility property within the City of Charleston, West Virginia, including excess levies previously provided for in the Official Municipal Budget Document for the fiscal year beginning the first day of July, two thousand twenty-three.

WHEREAS, each Municipality is required to hold a Statutory meeting of the Council on the third Tuesday in April each year to make and enter a levy order and rate sheet; and

WHEREAS, written approval of the West Virginia State Tax Commissioner has been received and notice of the Levy Estimate has been duly published as required by law; and

WHEREAS, the levy rate attached hereto is included in the City of Charleston Municipal Budget for July 1, 2023 through June 30, 2024, before City Council for approval at a special meeting of Council held on April 18, 2023, now, therefore

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

That the City of Charleston, West Virginia does hereby make and enter the levy order and rate sheet attached hereto, incorporated herein, and made a part hereof.