

CHARLESTON CITY COUNCIL

Regular Meeting

April 1, 2024

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 HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 4-1-2024

PROCLAMATIONS

1. 4-1-2024

COMMUNICATIONS

1. 4-1-2024

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 944-24 - Authorizing the Mayor or City Manager to purchase 3 new dump trucks for Street Department from National Auto Fleet Group.
2. Resolution No. 945-24 - Authorizing the Mayor or City Manager to purchase a new woodchipper for Spring Hill Cemetery from Vermeer of Heartland.

3. Resolution No. 946-24 - Authorizing the Mayor or City Manager to enter into a contract with Bob's Dump Truck Service for demolition services.
4. Resolution No. 947-24 - Authorizing the Mayor or City Manager to enter into a contract with Pinnacle Consultants, LLC to perform asbestos inspection and testing services.
5. Resolution No. 948-24 - Authorizing the Mayor or City Manager to enter into a contract with Astar Abatement, Inc. for asbestos removal.
6. Resolution No. 949-24 - Authorizing the Mayor or City Manager to enter into a contract with V.M.B Buildings and Grounds, LLC for mowing and grounds maintenance of Spring Hill Cemetery Park.
7. Resolution No. 950-24 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC to perform concrete street repair construction services.
8. Res. No. 951-24 - Authorizing the Mayor or City Manager to enter into a contract with WQ Watters for cleaning and painting services of the Haddad Riverfront Park Canopy.

REPORTS OF OFFICERS

1. 4-1-2024

NEW BILLS

1. 4-1-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE APRIL 15, 2024 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 3-29-2024

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



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

**RE: SELECT ADVISORY COMMITTEE ON THE MUNICIPAL
AUDITORIUM**

DATE: MARCH 22, 2024

As the Municipal Auditorium is under the purview of Charleston City Council and the Charleston Coliseum & Convention Center Board, I am forming a Select Advisory Committee on the Municipal Auditorium. The Advisory Committee will consist of three members of Charleston City Council and three members of the Charleston Coliseum and Convention Center Board.

The charge of the committee will be to review the final Assessment report from ZMM, gather information on the operations and functions of the Municipal Auditorium and provide recommendations for next steps to Charleston City Council and the Charleston Coliseum & Convention Center Board. The Advisory Committee will have no authority to make final decisions on the future of the Municipal Auditorium.

All meetings will be governed by Open Meetings Laws.

The following individuals are appointed to serve on the Advisory Committee:

Sam Minardi – Co-Chair – City Council Member – Chair of Facilities Committee
Carrie Fenwick – Co-Chair – Charleston Coliseum & Convention Center Board Chair

Caitlin Cook – City Council Member – Vice Chair of Facilities Committee
John Gianola – City Council Member – Member of Facilities Committee
Bernie Layne – Charleston Coliseum & Convention Center Board Member
Andrew Jordan – Charleston Coliseum & Convention Center Board Member

ASG/mls

Resolution No. 944-24

Introduced in Council:

April 1, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 944-24 – Authorizing the Mayor or City Manager to purchase three new 2025 International AV607 SBA dump trucks for Street Department from National Auto Fleet Group for the total amount of \$563,772.00 pursuant to a competitively sourced multi-state contract. These were approved in fiscal year 2024 budget and will replace Street Department dump trucks 43, 45 and 47.

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

That the Mayor or City Manager to purchase three new 2025 International AV607 SBA dump trucks for Street Department from National Auto Fleet Group for the total amount of \$563,772.00 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

To Replace Street Dept.
Dump Trucks 43, 45, 47

Date: 3-15-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: The same as
or Equal to 2025 International HV607 SBA
Dump trucks

Purchase justification: These Trucks are use for Multiple projects
like Construction, leaf Collection, and Salt Truck.

\$187,924.00

x 3

If approved, the total purchase price will be: \$563,772.00

(Check One)

☐

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

☐

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

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

1. National Auto Fleet Group

Price Quote: $\frac{187,924.00}{3} = \$563,772.00$

2. _____

Price Quote: \$ _____

3. _____

Price Quote: \$ _____

4. _____

Price Quote: \$ _____

5. _____

Price Quote: \$ _____

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with National Auto Fleet Group because:

This is getting purchased off the Sorcumel contract 060920-NAF

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 O'Leary Department: Equipment Maintenance

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

Funds Approval: Chad Wad Date: 3/19/2024
Authorized Financial Officer

Account Number: 001-977-00-750-4-459 Council Approval Required

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

3/5/2024

Quote ID#2804HD

City of Charleston
PO Box 2749
Charleston, WV 25703

Dear City of Charleston,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. Three (3) New/Unused (**2025 International HV607 SBA, Cummins L9 300 Engine, Allison 4500 RDS Transmission with 1-400U- 10' Galion Steel Dump Body**) and provided by Mr. Gary Dennis with Worldwide Equipment, each for:

	Contract Price	Three Units (3)
Subtotal	\$ 187,924.00	\$ 563,772.00
Tax (0.00%)	\$ 0.00	\$ 0.00
 Total	 \$ 187,924.00	 \$ 563,772.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

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

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



BAKER TRUCK EQUIPMENT

STATE RT. 60 @ MYNES RD. / PO BOX 482

HURRICANE, W.VA. 25526

PHONE: 304-722-3814 / 800-342-3119(WV) FAX 304-722-3829

VIRGIL MAYSE: CUSTOMER SERVICE/TECH SUPPORT/SALES

WWW.BAKER WV.COM

EMAIL: virgil@bakerwv.com

"WE SERVICE WHAT WE SELL"

**WORLDWIDE TRUCK SALES
CHARLESTON, W.V.
ATTN: GARY DENNIS**

**DATE: FEB. 28, 2024
QUOTE# VM022824-0004**

"CITY OF CHARLESTON / PUBLIC WORKS"

REFERENCE: 2024 INTERNATIONAL MEDIUM DUTY CHASSIS / 84" CAB TO AXLE / AIR BRAKE / DASH MOUNT UPFITTER SWITCHES / ALLISON RDS3500 TRANSMISSION PTO PROVISION / SNOW PLOW PREP / TILT HOOD & STATIONARY GRILL / FRONT FRAME EXTENSION / AIR TO REAR TRAILER PACKAGE / SPLIT BUCKET SEATS

1-400U-10 GALION STEEL DUMP BODY

***10' LONG X 84" INSIDE WIDTH X 40" TALL TAILGATE & FRONT X 36" TALL SIDES**

***7 GA. STEEL FLOOR**

***7 GA. STEEL SIDES, FRONT, TAILGATE**

***CONTINUOUS WELDED BODY SHELL**

***4" STRUCTURAL STEEL CHANNEL CROSS-MEMBERS ON 12" CENTERS**

***6" STRUCTURAL STEEL CHANNEL LONGSILLS**

***FULL BOXED BODY TOP RAIL**

***SLOPED BOTTOM RAIL**

***3 SIDE POST PER EACH SIDE**

***3/16" FULL REAR CORNER POST**

***DOUBLE ACTING TAILGATE**

***AIR TAILGATE RELEASE WITH 3.5" AIR CYLINDER (CONTROLS IN CAB)**

***6 PANEL TAILGATE**

***CAST STEEL QUICK LATCH TOP TAILGATE HINGE**

***CAST STEEL BOTTOM TAILGATE LATCHES**

***TAILGATE SPREADER CHAINS & LOCKS**

***FULL REAR BOLSTER**

***PAINT BODY BLACK**

***LED RECESSED OVAL STOP, TURN, TAIL LIGHTS**

***LED RECESSED MARKER LIGHTS**

1-LEDQOA (1-PAIR) RECESSED OVAL LED AMBER STROBE LIGHTS IN FRONT CAB SHIELDS FACE

1-LEDQOA (1-PAIR) RECESSED OVAL LED AMBER STROBE LIGHTS IN REAR BODY CORNER POST

1-ED3702AC (1-PAIR) LED AMBER STROBE LIGHTS IN FRONT CHASSIS GRILL

***ALL STROBE LIGHTS ON MASTER SWITCH IN CAB**

1-REAR MUDFLAPS

1-FRONT MUDGUARDS / FRONT MUDFLAPS

1-2000SR TARPING SYSTEM

***SPRING LOADED ROLLER BAR MANUAL PULL ROPE TO TARP (COVER) / SPRING RECOIL RETRACT (UNCOVER)**

***ALUMINUM WIND DEFLECTOR**

1-1836 ASPHALT LUMITE TARP 7' X 14'

1-U850C GALION UNDERBODY HOIST
 *8" SINGLE ACTING HYDRAULIC CYLINDER
 *PTO WITH WARNING LIGHT & DIRECT MOUNT HYDRAULIC PUMP
 *HYDRAULIC DUMP / PLOW / SPREADER CONTROL VALVE
 *AIR SHIFT DUMP CONTROLS / CONTROL CONSOLE
 *STAINLESS STEEL HYDRAULIC OIL RESERVOIR
 *FULL LENGTH SUB FRAME
 *BODY SAFETY PROP
 *BODY UP WARNING LIGHT
 *BACKUP ALARM
 1-HD HITCH PLATE
 *25 TON SPRING MOUNTED PINTLE HOOK
 *7 WAY TRAILER PLUG
 *GLAD HANDS TO BE MOUNTED ON REAR OF HITCH PLATE (TRUCK DEALER TO SUPPLY
 AIR TAILER BRAKE PACKAGE WITH AIR TO THE REAR)
 *DUAL SPOOL SPREADER CONTROL VALVE IN CAB
 *HYDRAULIC QUICK COUPLERS AT REAR (PROVIDE BY CITY OF CHARLESTON)
 1-GLEDHILL 9-36 SNOW PLOW PACKAGE
 *SNOW PLOW MOUNTING HITCH BUMPER TO FRAME
 *FULL HYDRAULIC CONTROLS IN CAB
 *PLOW HEADLIGHTS
 *STAINLESS STEEL "BAKER" PLOW HEADLIGHT MOUNTING BRACKETS ON HOOD &
 FRONT FENDER
 *(2) E92002 LED WORK LIGHTS ON FRONT HOOD PLOW LIGHT MOUNTING BRACKETS
 (MASTER SWITCHED IN CAB)
 *INSTALLED
 1-TU823006 36" LONG X 18" HIGH X 18" DEEP UNDERBODY TOOL BOX
 *STAINLESS STEEL CONSTRUCTION
 *SINGLE DROP DOWN DOOR
 *TRUCK FRAME TOOL BOX MOUNTING BRACKETS
 *MOUNT TOOL BOX ON RIGHT SIDE OF TRUCK FRAME BEHIND CAB
 *INSTALLED

TERMS: NET 30 DAYS WITH APPROVED ACCOUNT

FOB: HURRICANE, W.VA.

**PRICES MAYBE SUBJECT TO 6% W.V. STATE SALES TAX IF NOT EXEMPT
 PRICE VALID FOR 30 DAYS**

SIGNATURE REQUIRED TO CONFIRM AND VALIDATE THIS ORDER

X _____ DATE _____
 "WE SERVICE WHAT WE SELL"

Prepared For:
City of Charleston
KEVIN OXLEY
PO Box 2749
Charleston, WV 25330-2749
(304)348 - 8014
Reference ID: N/A

Presented By:
WORLDWIDE EQ-HERITAGE
Gary Dennis
1 JAIN DR.
CROSS LANES WV 253131497
304-776-5600

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35360. Calc. GCWR: 80000 Calc. Start / Grade Ability: 46.14% / 2.91% @ 55 MPH Calc. Geared Speed: 76.1 MPH
DIMENSION:	Wheelbase: 163.00, CA: 95.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G G572 1AD (GOODYEAR), 496 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 163.00 Wheelbase, 95.90 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X7 Q-PLUS HD} Air S-Cam Type, Cast Spider, Heavy Duty Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 26,000-lb Capacity per Axle

Description

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance

ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 11' 6"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

- : **DATA LINK CONNECTOR** For Vehicle Programming and Diagnostics In Cab
- : **HAZARD SWITCH** Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : **HEADLIGHT DIMMER SWITCH** Integral with Turn Signal Lever
- : **PARKING LIGHT** Integral with Front Turn Signal and Rear Tail Light
- : **STARTER SWITCH** Electric, Key Operated
- : **STOP, TURN, TAIL & B/U LIGHTS** Dual, Rear, Combination with Reflector
- : **TURN SIGNAL SWITCH** Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : **WINDSHIELD WIPER SWITCH** 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : **WINDSHIELD WIPERS** Single Motor, Electric, Cowl Mounted
- : **WIRING, CHASSIS** Color Coded and Continuously Numbered

HORN, ELECTRIC (2) Disc Style

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

Description

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

Description

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.38

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

Description**Includes**

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(4) TIRE, REAR 11R22.5 Load Range G G572 1AD (GOODYEAR), 496 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

GALLON STEEL BODY

Resolution No. 945-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 945-24 – Authorizing the Mayor or City Manager to purchase a new woodchipper for Spring Hill Cemetery from Vermeer of Heartland, for the amount of \$50,793,57 pursuant to a competitively sourced multi-state contract and was approved in the fiscal year 2024 budget.

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

That the Mayor or City Manager to purchase a new woodchipper for Spring Hill Cemetery from Vermeer of Heartland, for the amount of \$50,793,57 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

Replacing Spring Hill Cemetery
Wood Chipper 952/207
FY2023-2024

Date: 2-5-2024

To: CITY MANAGER,

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

A new wood chipper BC1000XL from Vermeer for Spring Hill Cemetery

Purchase justification: This is on the replacement cycle and needs replaced

If approved, the total purchase price will be: \$50,793.57

(Check One)

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

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

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

- | | | |
|----|-----------------------------|----------------------------------|
| 1. | <u>Vermeer of Heartland</u> | Price Quote: \$ <u>50,793.57</u> |
| 2. | <u></u> | Price Quote: \$ <u></u> |
| 3. | <u></u> | Price Quote: \$ <u></u> |
| 4. | <u></u> | Price Quote: \$ <u></u> |
| 5. | <u></u> | Price Quote: \$ <u></u> |

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

AND

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

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with Vermeer of Heartland because:

This is getting Purchased off the Sourcewell Contract # 031721-VRM

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: Kevin Oxley Department: Equipment Maintenance

Kevin Oxley

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

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: _____

City Manager Approval: _____ Date: _____



Quote Number: Q-25673

Prepared For:

SOURCEWELL TREE MAINTENANCE
CITY OF CHARLESTON
501 Virginia St. East
CHARLESTON, WV 25301

100900
Sourcewell Contract #031721-VRM

Vermeer Dealer:

667 - VERMEER HEARTLAND INC
304-768-5965
STALBANS.WV@VERMEERHL.COM
5900 MACCORKLE AVE
SAINT ALBANS, WV 25177

Description	Qty	
BC1000XL		
BC1000XL44VP BC1000XL 74HP DOM. VALUE PACK.- TIER 4 FINAL DEUTZ(Includes -433, -027, -019, -086, -428)	1	\$ 49,544.57
BC1000XL100 FEED ROLLER ASSEMBLY WITH WHITE DRIVE HYD MOTOR	1	
Subtotal Price Equipment (each)		\$ 49,544.57
Freight and Prep(each)		\$ 1,249.00
Quantity of Complete Units	1	
Subtotal:		\$ 50,793.57
Grand Total:		\$ 50,793.57

Terms

By signing below you understand the information presented and acknowledge order acceptance:

Vermeer: _____

Customer: _____

Date: _____

Date: _____

Prices and availability are subject to change without notice. All prices are exclusive of any and all duties, import fees, taxes or other similar charges including sales and federal excise tax, if applicable. Prices may not be applicable in any transaction involving a trade or rental transaction. Unless noted, dealer freight and preparation to be determined. All prices quoted herein are US Dollars. All quotations valid for thirty days from date of quotation. The pricing set forth herein is an estimate only based on currently prevailing market conditions. The above may not include all possible specifications available with this model. For complete product specifications, please contact your local, authorized Vermeer Dealer.

Resolution No. 946-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 946-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Bob’s Dump Truck Service, with the option of up to two additional years, in the amount of \$3.48 per square foot for demolition services, where the price was determined as the result of 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 one-year contract with Bob’s Dump Truck Service, with the option of up to two additional years, in the amount of \$3.48 per square foot for demolition services, where the price was determined as the result of a competitive bidding process.

2024-05 Demolition Services			
Business	Opened at	Bid Total (per sq. ft.)	Local Vendor Preference
Reclaim Company, LLC	2/29/2024 10:00	\$5.25	Did not apply
Bob's Dumptruck Service	2/29/2024 10:00	\$3.48	4%= \$3.34
West Virginia Demolition	2/29/2024 10:00	\$3.59	4%= \$3.44

Resolution No. 947-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 947-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Pinnacle Consultants, LLC, with the option of up to two additional years, to perform asbestos inspection and testing services at the pricing set forth in Exhibit A, where the prices were the result of a competitive bid 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 one-year contract with Pinnacle Consultants, LLC, with the option of up to two additional years, to perform asbestos inspection and testing services at the pricing set forth in Exhibit A, where the prices were the result of a competitive bid process.

2024-06 Asbestos Testing					
Description	Reclaim Company, LLC	Pinnacle Consultants, LLC	The Thrasher Group, Inc.	Astar Abatement Inc.	
Structure (per structure)	\$375.00	\$200.00	\$400.00	\$300.00	
Bulk Sample (per sample)	\$8.00	\$12.00	\$9.00	\$8.00	
Pre Sample (PLM)	\$22.00	\$15.00	\$16.00	\$8.00	
Gravimetric Reduction Sample	\$60.00	\$8.00	\$40.00	\$18.00	
Total	\$465.00	\$235.00	\$465.00	\$334.00	
Local Vendor Preference	4% = \$446.40	4% = \$225.60	N/A	4% = \$320.64	

Resolution No. 948-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 948-24 – Authorizing the Mayor or City Manager to enter into a one-year contract with Astar Abatement, Inc., with the option of up to two additional years, in the amount of \$2.44 per square foot for asbestos removal where the price was determined as the result of 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 one-year contract with Astar Abatement, Inc., with the option of up to two additional years, in the amount of \$2.44 per square foot for asbestos removal where the price was determined as the result of a competitive bidding process.

2024-07 Asbestos Removal			
Business	Opened at	Bid Total	Local Vendor Preference
Reclaim Company, LLC	2/29/2024 10:00	\$4.75	4% = \$4.56
Astar Abatement Inc.	2/29/2024 10:00	\$2.44	4% = \$2.34
R. S. Environmental	2/29/2024 10:00	\$2.45	4% = \$2.35

Resolution No. 949-24

Introduced in Council:

April 1, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 949-24 – Authorizing the Mayor or City Manager to enter into a contract with V.M.B Buildings and Grounds, LLC in the amount of \$280,000.00 for mowing and grounds maintenance within a 100-acre area of the Spring Hill Cemetery Park, where the contract requires the vendor to perform bi-weekly mowing from April 15, 2024, to October 31, 2024, and to perform leaf collection from November 1, 2024, to December 15, 2024. The contract price was determined through 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 V.M.B Buildings and Grounds, LLC in the amount of \$280,000.00 for mowing and grounds maintenance within a 100-acre area of the Spring Hill Cemetery Park, where the contract requires the vendor to perform bi-weekly mowing from April 15, 2024, to October 31, 2024, and to perform leaf collection from November 1, 2024, to December 15, 2024. The contract price was determined through a competitive bidding process.

▣ ADDENDUM ACKNOWLEDGMENT

Edit More

Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number:*

Date of Acknowledgment:*

▣ EXCEPTIONS AND DEVIATIONS

Edit More

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:*

▣ BID AND PROPOSAL FORM (1 OF 3)

Edit More

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

Required

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

BID AND PROPOSAL FORM (2 OF 3)

Edit More

Search for Item Code or Description

Reset Search

Order	Description	Unit	Quantity	Alternate	Optional	Fixed (Unit Cost)	Unit Cost	Item Total
-------	-------------	------	----------	-----------	----------	-------------------	-----------	------------

ⓘ Alternates are not included in bid total.

1	Mowing	EACH	15.00	×	×	×	\$18,000.00	\$270,000.00
2	Leaf Removal	EACH	5.00	×	×	×	\$2,000.00	\$10,000.00

2 Items

▣ 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:*

Title: * Owner

Printed/Typed Bidder's Name:*

Les E. Bumpus Date: * 3/7/24

Company Name:*

V.M.B., L.L.C., Buildings and Grounds

Address:*

P.O. Box 4114, Charleston, W.Va.,

Telephone Number:*

Fax Number:

(304) 395-9929

Email Address:*

lesbumpus60@gmail.com

▣ MANDATORY PRE-BID MEETING

Edit More

✓ Pre-bid Meeting: A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held at Charleston City Engineering office at 1555 Farnsworth Drive Charleston WV, 25301 at 10:00 a.m., Thursday, March 07, 2024. (Bidder acknowledges the pre-bid meeting requirement.)*

• BID BOND

Edit More

Bidder acknowledges that a 5% bid bond is required for submission.*

• LIST OF STOCKHOLDERS

Edit More

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed

If attaching PDF copy of List of Stockholders type "Attached" in the fields below.

Click "+" to add Stockholders If none, type "N/A"

Stockholder Name:*

Les E. Bumpus

Stockholder Address:*

200 McKeen Ave.,
Charleston, W.Va., 25311

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: U.M.B., LLC,

Authorized Signature: Lee E. Burpus

Date: 3/3/04

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: V.M.B., LLC, Building and Groceries

Authorized Signature: Les E. Bumpus Date: 3/7/24



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

1, Les E. Bumpus, after being first duly sworn, depose and state as follows:

1. I am an employee of V.M.B., LLC.; and,

2. I do hereby attest that V.M.B., LLC, Building & Grounds. (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: Les E. Bumpus

Signature: Les E. Bumpus

Title: Owner

Company Name: V.M.B., LLC.

Date: 3/7/24

STATE OF WEST VIRGINIA,

hampsh COUNTY OF

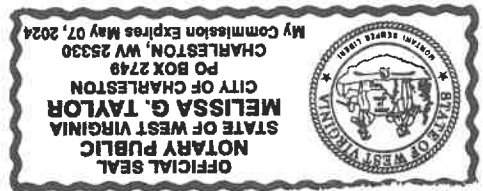
, TO-WIT:

Taken, subscribed and sworn to before me this 13th day of March, 2024.

By Commission expires May 7, 2024

(Seal)

(Notary Public)



Resolution No. 950-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 950-24 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in the amount of \$990,000 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with McClanahan Construction Company, LLC, in the amount of \$990,000 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

All Bids			
Business	Opened at	Bid Total	Local Vendor Preference
Orders Construction Company, Inc.	3/20/2024	\$1,332,999.00	(\$5,000) \$1,327,999
C. J. Hughes Construction Co.,Inc.	3/20/2024	\$1,359,000.00	(\$5,000) \$1,354,000
McClanahan Construction	3/20/2024	\$990,000.00	(\$5,000) \$985,000

Status: Advertised | Bids: 0[Update Advertisement](#)[Withdraw Advertisement](#)[More](#)

Attachment List

Downloadable attachments that you provide, for the bidder, as part of the solicitation.

Bid Bond

A bid bond form that provides surety verification.

Build Your Own

This is a custom 'Build Your Own' component.

Envelope

The information supplied in this component will be available to the owner-agency immediately after the bid deadline, but before the bid is opened.

Item List

A list of biddable items. You define the quantity, description and units

General Info

[Edit](#)

! [Click here](#) to **disable** Q & A notifications for this solicitation.

Number

2024-17 Concrete Street Repair

Deadline

03/20/2024 10:00 AM EDT

Auto Advertise

Description

Summary:

The City of Charleston is seeking bids for a contract for the demolition of existing, damaged concrete pavement and the placement of new, reinforced Portland cement concrete pavement in various areas throughout the City. The contractor shall be responsible for removing the full depth of the concrete, preparing the subgrade, placing aggregate base and pouring Class K Concrete.

Pre-bid Meeting:

A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held at Charleston City Engineering office at 114 Dickinson Street, Charleston WV 25301 at 10:00 a.m., Thursday, March 14, 2024.

Allow zero unit prices and labor?

Yes

Allow negative unit prices and labor?

Yes

Allow Electronic Signatures?

Yes

Allow vendors to ask questions?

Yes

Restricted?

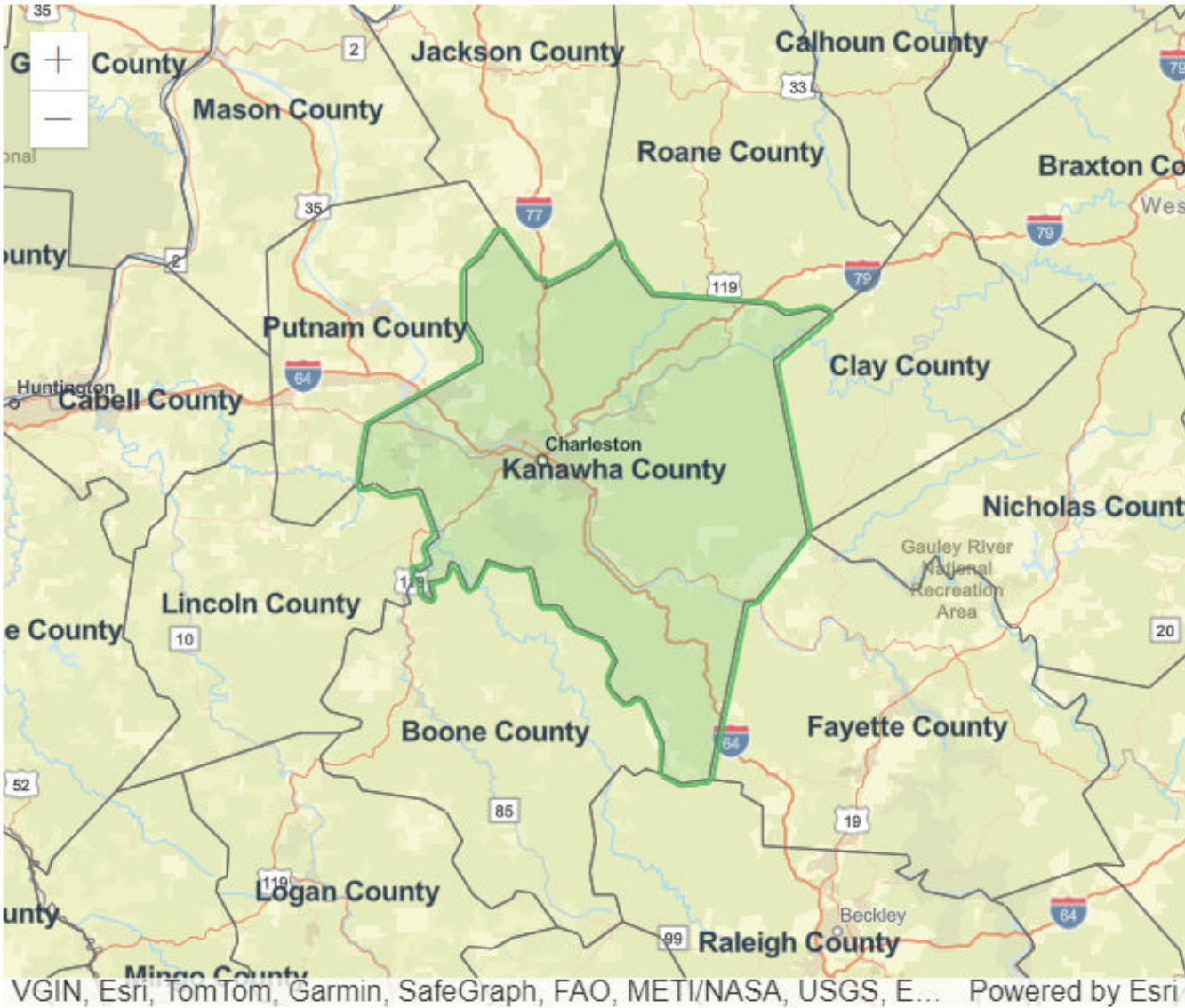
No

Mark solicitation as an RFP?

No

1 Locations Listed

1 - Kanawha, West Virginia



Business Name	Address	Phone
---------------	---------	-------

No Vendors found

Q & A

[Edit](#) [Print](#)

Deadline

03/15/2024 03:00 PM EDT

Remarks

! No questions have been asked.

ATTACHMENT LIST

[Edit](#) [More](#)

Order	Name	Description
1	2024- 17 Concrete Street Repair.pdf (115 KB)	
2	INFORMATION FOR BIDDERS-Concrete.pdf (168 KB)	
3	DETAILS 1.pdf (79.3 KB)	→ Drawings
4	DETAILS 2.pdf (61.6 KB)	
5	Terms and Conditions.pdf (149 KB)	
6	COC Purchasing Affidavit.pdf (60.2 KB)	
7	Drug-Free_Workplace_Affidavit.pdf (78.1 KB)	
8	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	→ OPTIONAL
9	GENERAL CONDITIONS- For Construction Projects FINAL.pdf (117 KB)	
10	Construction Projects Handbook.pdf (1.25 MB)	

10 Attachments

▢ ADDENDUM ACKNOWLEDGMENT

[Edit](#)[More](#)

Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number:*

Date of Acknowledgment:*

▢ EXCEPTIONS AND DEVIATIONS

[Edit](#)[More](#)

! 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:*

▢ BID AND PROPOSAL FORM (1 OF 3)

[Edit](#)[More](#)

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

required

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

BID AND PROPOSAL FORM (2 OF 3)

[Edit](#)
[More](#)


[Reset Search](#)

Order	Description	Unit	Quantity	Alternate	Optional	Fixed (Unit Cost)	Unit Cost	Item Total
! Alternates are not included in bid total.								
1	Item 3.01 –Mobilization (5% Max.)	LS	1.00	×	×	×		
2	Item 3.02 –Aggregate Base	TON	1,600.00	×	×	×		
3	Item 3.03 –Class K Portland Cement Concrete Pavement	SY	4,300.00	×	×	×		
4	Item 3.04 – Rolled Integral Concrete Curb Type I	LF	900.00	×	×	×		
5	Item 3.05- Integral Curb Type II	LF	400.00	×	×	×		

5 Items

▣ 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:*

Title:*

Printed/Typed Bidder's Name:*

Date:*

Company Name:*

Address:*

Telephone Number:*

Fax Number:

Email Address:*

▣ MANDATORY PRE-BID MEETING

[Edit](#)[More](#)

☐ Pre-bid Meeting: A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held at Charleston City Engineering office at 114 Dickinson Street, Charleston WV 25301 at 10:00 a.m., Thursday, March 14, 2024. (Bidder acknowledges the pre-bid meeting requirement.)*

▣ BID BOND

[Edit](#)[More](#)

☐ Bidder acknowledges that a 5% bid bond is required for submission.*

▣ LIST OF STOCKHOLDERS

[Edit](#)[More](#)

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below.

Click "+" to add Stockholders. If none, type "N/A."

Stockholder Name:*

Stockholder Address:*

▣ VENDOR PROTESTS

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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: Benjamin Mishoe 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 seeking 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:*

Date:*

▣ Required Document List

Edit

More

Name	Description	Omission Terms
List of Stockholders	➡ Please upload a copy of Bidder's List of Stockh...	➡ I have no Stockholders or have provided my Lis...
Drug-Free Workplace Conformance Affidavit	➡ Please upload a signed and notarized copy of B...	
City Purchasing Affidavit	➡ Please upload a signed and notarized copy of B...	
Bid Bond (5% of bid price)	➡ Please upload a copy of a fully executed 5% bi...	
Local Vendor Preference	➡ (Optional)	

▣ Local Vendor Preferenec (Optional)

Edit

More

! Optional: Vendor is not required to complete.

Please upload a completed Local Vendor Preference Affidavit if you believe your firm meets the applicable standards.

INTENT

This contract shall be for the demolition of existing, damaged concrete pavement and the placement of new, reinforced Portland cement concrete pavement in various areas throughout the City. The contractor shall be responsible for removing the full depth of the concrete, preparing the subgrade, placing aggregate base and pouring Class K Concrete. In areas where designated by the City, existing concrete curb shall be replaced according to the contract specifications and to City of Charleston Standard Details for street construction.

A minimum of one lane of traffic is to be maintained on all streets whenever possible. The Contractor shall provide adequate cones, signs, and if necessary flag persons with appropriate clothing and equipment to control traffic during all phases of the operation. It shall be the responsibility of the Contractor to notify the City Traffic Department, the City Engineer and the local residents of traffic and parking disruptions prior to beginning work.

The project shall be substantially complete within 9 months after the Notice to Proceed is issued.

The work shall consist of the Contractor furnishing all materials, equipment and labor necessary for the satisfactory completion of this project. All materials, equipment, and workmanship shall be in accordance with the West Virginia Department of Transportation, Division of Highways, Standard Specifications for Roads and Bridges, 2023, as amended.

The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

3.0 DETAIL SPECIFICATIONS

3.01 Mobilization

3.01.01 Description

This work shall consist of the preparation for construction, movement of personnel, equipment, and materials to the project site. This item also shall include site preparation, clean-up and demobilization. The price bid for ITEM 3.01 – MOBILIZATION shall not exceed 5% of the Project Total.

3.01.02 Materials & Methods

Equipment and material shall be transported and delivered to and from the site. The Contractor shall remove all debris and leave the site in a clean and orderly condition before, during and following the completion of the work. Site shall be in preconstruction condition or better after cleanup and demobilization.

3.01.03 Measurement & Payment

Mobilization will be measured and paid on a lump-sum basis for ITEM 3.01 MOBILIZATION. The City will hold a 10% retainage pending final acceptance of the job. No decrease or increases will be made on this item bid price regardless of the decrease or increase in the final total contract amount or for any other cause.

3.02 Aggregate Base

3.02.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required to furnishing, placing and compacting an aggregate base course in accordance with the plans and specifications.

3.02.02 Materials & Methods

The Contractor shall place aggregate base course on prepared subgrade as per Section 307 CRUSHED AGGREGATE BASE COURSE of the most current WVDOH Standard Specifications.

Compact aggregate base course at 95% maximum density in accordance with ASTM 1557.

3.02.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a unit basis TON (T) for ITEM 3.02 AGGREGATE BASE. The contractor shall provide all aggregate tickets.

3.03 Class K Portland Cement Concrete Pavement

3.03.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required for placement of WVDOT Class K Reinforced Portland Concrete Pavement.

3.03.02 Materials & Methods

This work shall consist of placement of pavement composed of WVDOT Class K Portland cement concrete, with 6 gauge 6" x 6" welded wire frame reinforcement and 1" load transfer dowel bars constructed on a prepared aggregate base course and in reasonably close conformity with the existing lines and grades of the pavement to be replaced. All concrete thicknesses shall be 8" unless directed by the Engineer.

The new concrete should be surface finished to approximately match the existing adjacent panels. If the majority of existing panels on the street are transversally or longitudinally broom finished, the new panels in that area should also be finished in kind. The same is to be said of any other kind of finishing scheme encountered in the field, including tooled joints of any orientation.

Refer to SECTIONS 501, 506 and 601 of the most current West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges.

Prior to the start of construction, the Contractor shall design and submit to the Engineer for approval the proportions of materials, including admixtures, which will result in a workable concrete having the properties enumerated below in the table entry for Class K concrete (Proof of WVDOH's Acceptance of a design mix for WVDOH Item 501002 within the past (2) years will be sufficient for Engineer's approval):

Class of Concrete	Design 28 Day Compressive Strength	Target Cement Factor (lbs/CY)	Maximum Water Content (lb of water/lb of cement)	Standard Size of Coarse Aggregate (Number)	Entrained Air (Percent)
K	4000	658	0.44	57,67	7

All concrete shall be in accordance with the WVDOH STANDARD SPECIFICATIONS SECTION 501 and 506, unless otherwise specified on the plans.

Incidental work to be included with item 3.03 (but not limited to) is detailed below.

3.03.02.01 Demolition and disposal of damaged concrete pavement

Existing concrete pavement to be replaced should be completely removed by the contractor and disposed of properly.

3.03.02.02 Prepare subgrade

Prepared subgrade shall generally meet the compaction requirements of 95% by volume. The contractor should perform adequate compaction testing on a daily basis to assure that differential settlement of the finished concrete panel will not take place to an extent that the panel fails to provide a smooth travel surface (i.e. joint displacement). Panels which settle below the grade of adjacent panels to an extent that a noticeable bump is encountered by the traveling public shall be removed and replaced at the expense of the contractor. Subgrade preparation shall be in accordance with WVDOT STANDARD SPECIFICATIONS SECTION 228.

3.03.02.03 Engineering Fabric for Stabilization

Engineering fabric for stabilization meeting Section 715.11.9 of the WVDOT Standard Specifications, Roads and Bridges shall be placed on the prepared subgrade in all repair areas unless otherwise directed by the City.

3.03.02.04 Coated Dowel Bars and Tiebars

Coated dowel bars meeting Section 709.15 of the WVDOT Standard Specifications, Roads and Bridges, shall be used to transmit load in all directions. These should be located at or near the center of the pavement thickness, and should be 18" long, coated 1" bar, placed at 12" on center. Dowel should be lubricated and misalignment held to a minimum.

Coated dowel bars are to be placed at all transverse joints unless otherwise directed by the Engineer, the contractor shall stage concrete pours to allow placement of dowel bars or Load Transfer Units shall be installed. See Special Detail Sheet 2 "Concrete Repair Joint Layout" in Appendix.

Tiebars are to be placed at longitudinal joints as per attached details or as directed by the Engineers. Tie bars are to be deformed #4 bar at 30 inch spacing unless otherwise directed by the Engineer.

3.03.02.05 Concrete Reinforcement

Six gauge, Welded Wire Fabric having opening dimensions of 6" x 6" and meeting Section 709.4 of the WVDOT of Highways Standard Specifications, Roads and Bridges, shall be used in all placed concrete panels. The wire mesh shall be placed approximately 2 ½-inch from the bottom of the bottom of concrete pour.

3.03.02.06 Expansion and Isolation Joint Material

Isolation joints shall be used to separate concrete from fixed objects such as manholes, inlets, sidewalks, foundations, etc. The following material shall be used unless otherwise directed by the Engineer: Self-expanding cork ASTM D 1752, Type III, Neoprene/SBR Polymer conforming to ASTM D 1056-67 or Cellular fiber-asphalt conforming to ASTM D 1751.

3.03.02.07 Traffic Control and Work Area Protection

The contractor is responsible for protecting the concrete surface during the curing period and shall provide any necessary barricades, signs, etc. The contractor shall be responsible for preventing vehicular traffic from crossing over the placed concrete for a minimum of 7 days. The contractor has the option to request using a high-early strength mix and reopening the new pavement to traffic as soon as it can be established that the compressive strength of the placed concrete is equal to or in excess of 2000 psi.

3.03.02.08 Quality Assurance

Any “ponding” areas within newly placed surfaces shall be removed and replaced in widths directed by the City. Removing and replacing areas of “ponding” shall be completed at no additional cost to the owner.

Compressive Strength

The Contractor shall employ an approved testing laboratory to perform tests and submit reports. Compression testing shall be performed once every 10th working day or every 100 cubic yards of delivered concrete, whichever occurs first. Three cylinders shall be prepared. One specimen shall be tested at 7 days and one at 28 days. The third specimen shall be held in reserve for later testing if required. If any specimen fails testing this interval is subject to change.

If deemed necessary the City has the right to require additional testing at the Contractor’s expense, additional testing may include:

Slump: ASTM C 143; test at point of discharge prior to adding plasticizers.

Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete.

Concrete Temperature.

3.03.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a unit basis SQUARE YARD for ITEM 3.03 CLASS K PORTLAND CEMENT CONCRETE PAVEMENT. Where applicable Item 3.03 will be measured from the back of the curb.

3.04 Rolled Integral Concrete Curb Type I

3.04.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required to install six (6) inch integral rolled curb as per plans and specifications.

3.04.02 Materials & Methods

This work includes, but is not limited to, the construction and installation of integral rolled

concrete curb composed of WVDOT Class K Portland cement concrete and is generally 6" in thickness. The existing geometry of concrete curb should be matched in areas where curb is to be replaced unless otherwise directed by the City.

Number four rebar shall be used to reinforce the concrete curb, and should be placed vertically in the center of the curb at 6' on center, and tied to number four longitudinal bars at the top and bottom. A minimum of 2" cover shall be utilized throughout.

The curb should be poured integral with the adjacent roadway panel and should be constructed according to the detail labeled 3. ROLLED CONCRETE CURB TYPE I on the sheet titled Standard Details, included in the Appendix.

If the dimensions of the existing curb prohibit the installation reinforcing steel as shown in Detail 3 the curb will be considered incidental.

3.04.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a unit basis LINEAR FOOT (LF) for ITEM 3.04 ROLLED INTEGRAL CONCRETE CURB TYPE I.

3.05 Integral Concrete Curb Type II

3.05.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required to install curb as per plans and specifications.

3.05.02 Material & Methods

This work includes, but is not limited to, the construction and installation of concrete curb composed of WVDOT Class K Portland cement concrete and is generally 8" in thickness and of variable height. The existing geometry of concrete curb should be matched in areas where curb is to be replaced.

Number four rebar shall be used to reinforce the concrete curb and should be placed vertically in the center of the curb at 6" on center, and tied to number four longitudinal bars at the top and bottom. A minimum of 2" cover shall be utilized throughout.

The curb should be poured integral with the adjacent roadway panel, if the panel is new, and should be constructed according to the detail labeled 2. INTEGRAL CONCRETE CURB TYPE II on the Standard Detail sheet, included in Appendix. If curb is added to existing roadway, perform all work in accordance with the detail labeled 1. CURB/GUTTER REPLACEMENT on the same Standard Detail Sheet.

3.05.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a unit basis LINEAR FOOT (LF) for ITEM 3.05 INTEGRAL CONCRETE CURB TYPE II.

All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only; the City of Charleston will only pay for actual quantities installed. The City of Charleston reserves the right to vary quantities up to 50% with no increase in unit price.

INFORMATION FOR BIDDERS

- **Local Vendor Preference**

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

- **Business & Occupation Tax**

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

- **Paper Bidding**

Electronic bid submission is preferred, but the City will also accept paper bids.

Receipt and Opening of Bids

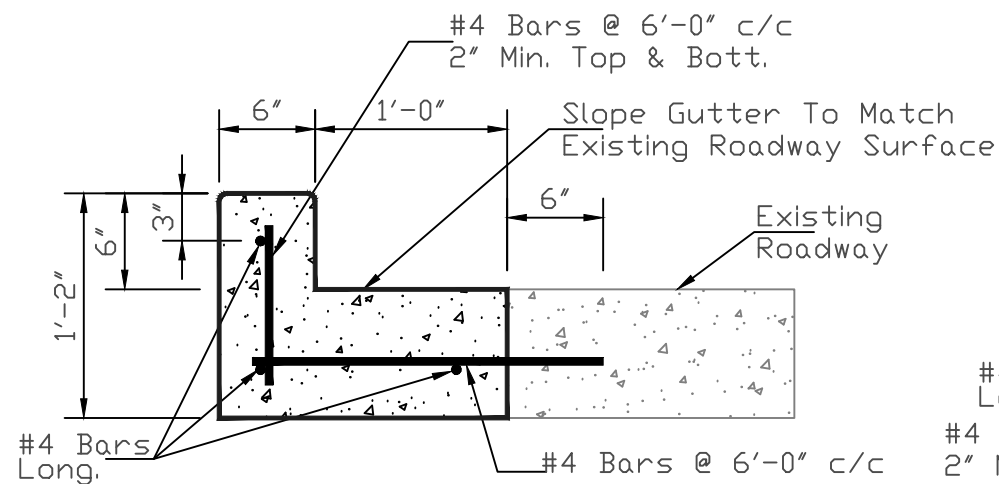
Sealed bids will be received by the City Manager until **Wednesday, March 20, 2024, 10:00 a.m.** The bid opening will be held immediately following in the City Manager's office.

Preparation of Bid

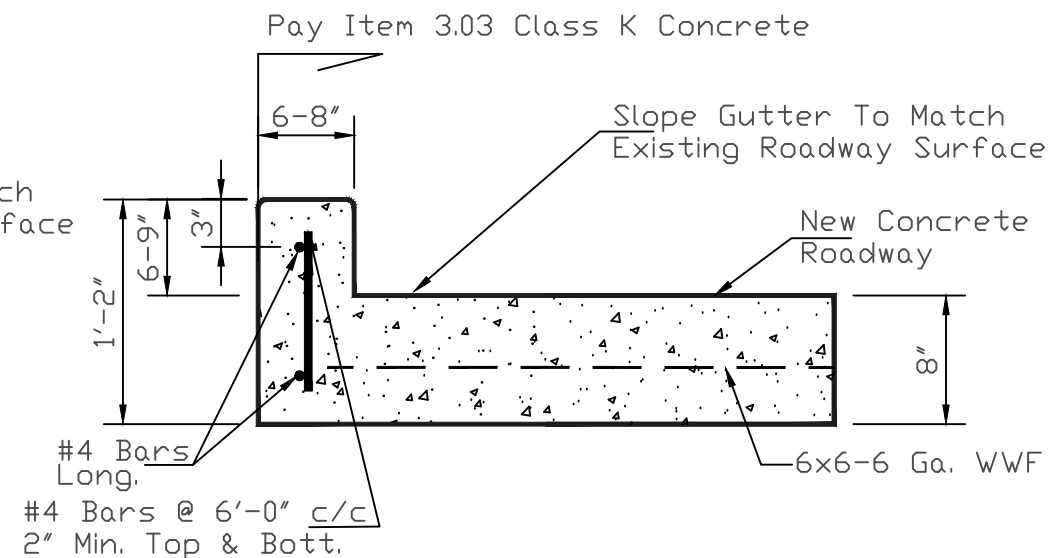
Each bid must be submitted in a sealed envelope with the following information marked on the outside: **name of bidder, address, project name, and bid opening date and time.**

For the bid to be considered timely, it must be received by the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301, by the established deadline. Vendors may hand deliver or mail their submissions to the aforementioned address. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Questions regarding the submission of paper bids should be directed to Jamie Bowels, Purchasing Director, at Jamie.Bowles@cityofcharleston.org or by calling 304-348-8014.



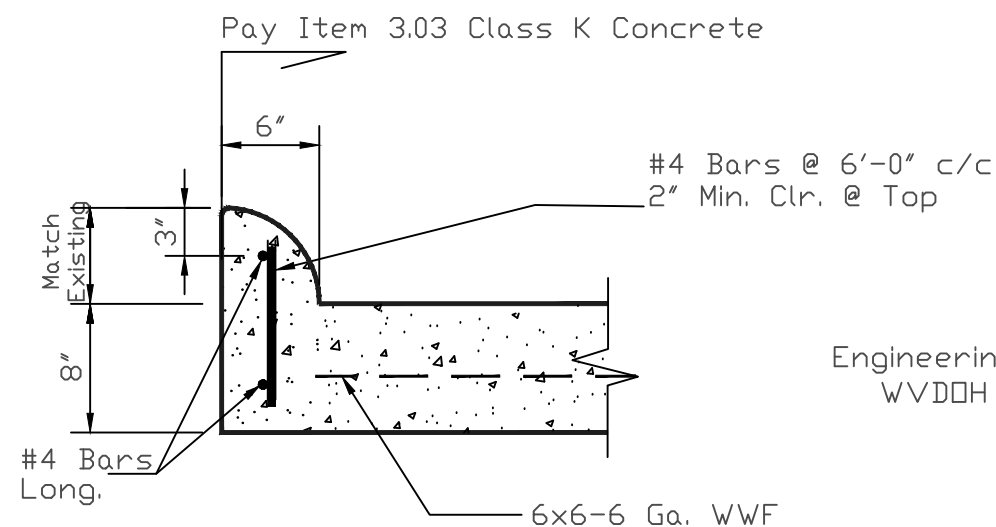
① CURB/GUTTER REPLACEMENT



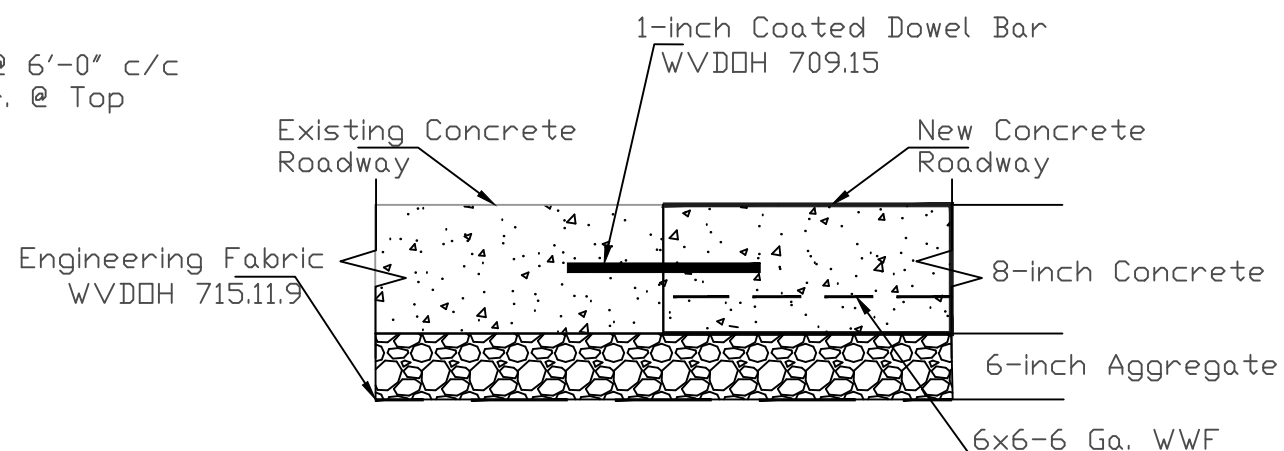
② INTEGRAL CONCRETE CURB TYPE II

NOTE:

1. All dimensions are maximums to be used for bidding purposes. Actual constructed dimensions shall match existing conditions in all cases.
2. Concrete shall be composed of WVDOT Class K Portland Cement
3. Care shall be taken to avoid damage to the existing roadway surface during construction.
4. Top of the new curb is to match the top of the existing curb. Roadway slope is to be maintained to the new curb.
5. New curb shall be sloped to match existing curb cuts for driveways, etc.
6. Expansion joints are to be spaced at a maximum of thirty (30) feet apart.
7. All exposed corners shall have a rounded edge.



③ ROLLED INTEGRAL CURB TYPE I



④ CONCRETE STREET REPAIR

DRAWN BY: A. Morris
DATE: 5/14/2019
DWG. NO.:

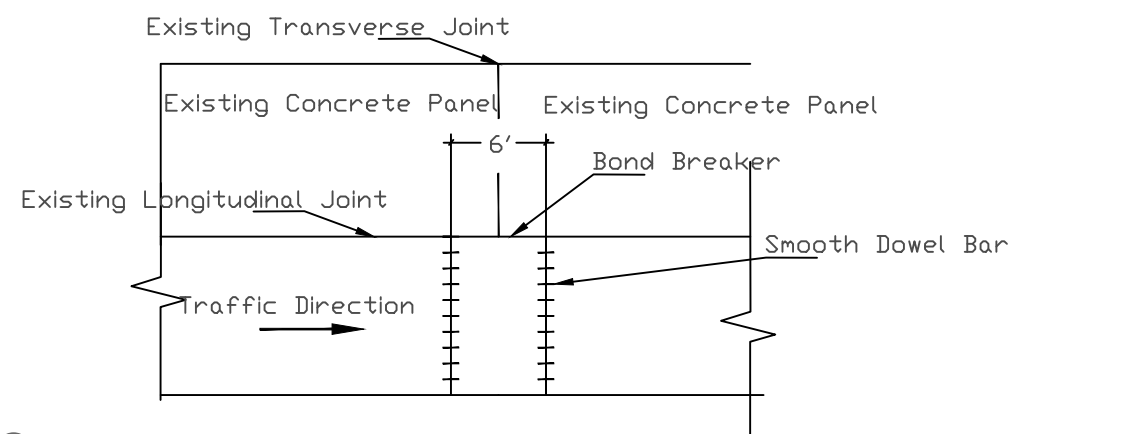
APPROVED BY: Chris Knox
PROJ. NO.
DWG.

REVISIONS

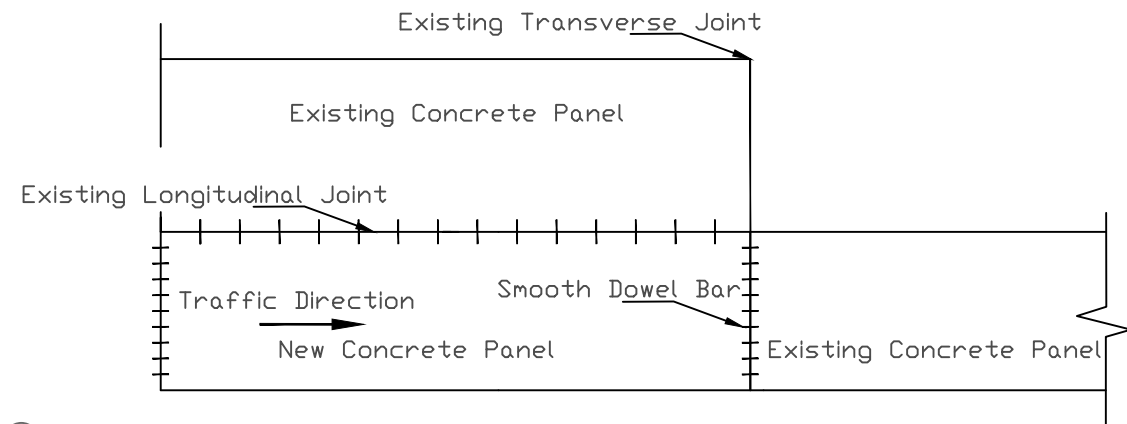
PROJECT
CONCRETE STREET
REPAIR

SHT. NAME
STANDARD DETAILS

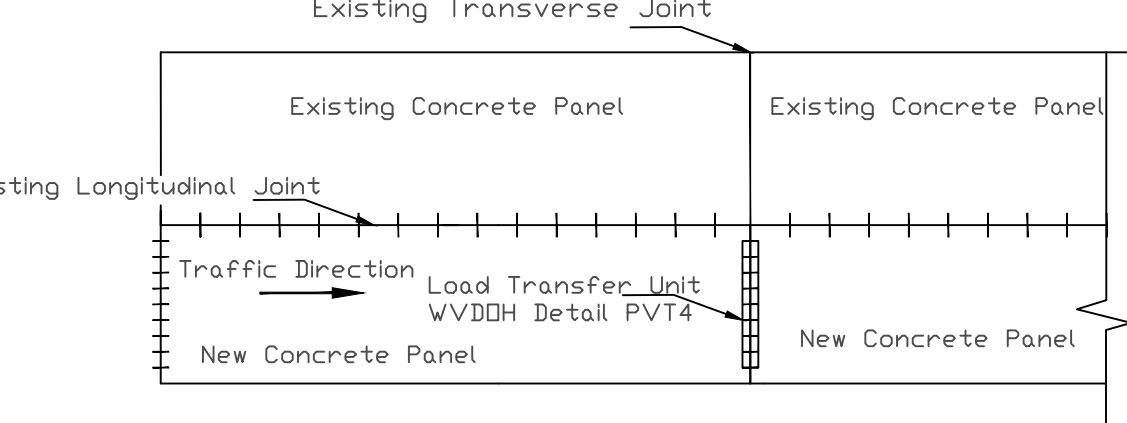
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1



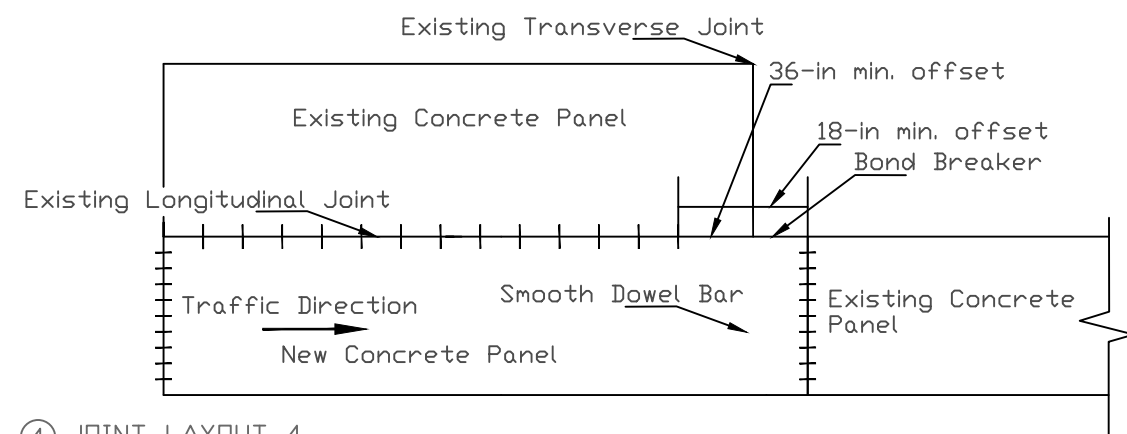
① JOINT LAYOUT 1



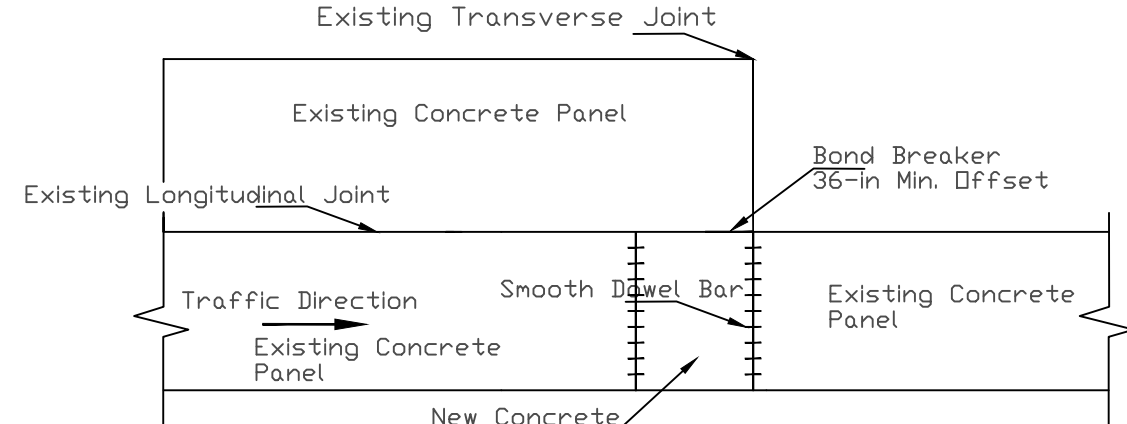
② JOINT LAYOUT 2



③ JOINT LAYOUT 3



④ JOINT LAYOUT 4



⑤ JOINT LAYOUT 5

NOTE:

1. Holes for the dowels and load transfer units shall be drilled with minimum misalignment, hole diameter shall be 1/4" larger for cement grouts and 1/16" for epoxies. WVDOH approved epoxy
2. Joints to be made in accordance with Section 501 of WVDOH Specifications or as directed by the City.
3. Oversawing into adjacent slabs shall be kept to a minimum. All oversawing shall be thoroughly cleaned and repaired w/ WVDOH epoxy.
4. All fixed objects (manholes, inlets, sidewalks, foundations, etc.) shall be separated w/ approved material.

DRAWN BY: A. Morris	APPROVED BY: Chris Knox	REVISIONS 	PROJECT CONCRETE REPAIR JOINT LAYOUT	SHT. NAME STANDARD DETAILS	SHT. NO. 2
DATE: 5/14/2019	PROJ. NO.				
DWG. NO.:	DWG.				

**GENERAL TERMS AND CONDITIONS
FOR
SERVICE AGREEMENTS**

These General Terms and Conditions apply to Service Agreements entered into between the City and Vendor and dominate over any competing terms made a part of the Service Agreement.

1. **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.
2. **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.
3. **GOVERNING LAW** – The Agreement 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.
4. **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.
5. **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.
6. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.

7. **RECOUPMENT** – Any language in the Agreement waiving the City’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
21. **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.
22. **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.
23. **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.
24. **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.

25. **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 these General Terms and Conditions or that it has the authority to modify such third-party software's terms and conditions to be subordinate to these General Terms and Conditions. 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, these General Terms and Conditions.
26. **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 these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Charleston.
27. **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.

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: _____

Authorized Signature: _____ Date: _____



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, 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: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this ____ day of _____, 20 ____.

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: _____ Bid Opening Date: _____

GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301.
- **Equipment Delivery Information if needed.**
- Only new equipment will be accepted. No factory refurbished, display or used equipment is allowed. All manuals, warranties and agreements must arrive at the time the equipment is delivered.
- Bidder shall state on bid proposal form number of days allowed for delivery of equipment following date of firm order. Time is of the essence with regard to this project. Therefore, the completion date will be considered in deciding the successful bidder. The successful bidder will be held accountable to honor the delivery date.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders, the city's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids.
- Contract and Contract Documents

The Contract includes the invitation for bids, proposal, contract form, contract bond, specifications, special provisions, plans, notice to proceed, any change orders and other supplemental agreements that are required to complete the construction of the work in an acceptable manner.

Specifications shall include applicable sections of the West Virginia Department of Transportation Division of Highways Standard Specifications for Roads and Bridges, Adopted 2023 (WVDOH Specifications), including the most recent supplemental

specifications and the Standard Details Book, Volume 1, Drainage, Guardrail, Pavement, Fence, and Markers, Issue Date: May, 2016 (WVDOH Standard Details).

The quantities listed in the contract documents are estimates. The City will pay for quantities actually in place. The City reserves the right to vary the quantities up to 50 % with no change in unit price, except for optional items that may or may not be completed as part of this project.

- **Materials, Services, and Facilities**

The Contractor shall provide and pay for all materials, labor, tools, equipment, and all other services and supplies to complete the project in the specified time except as noted in the Contract Documents.

- **Surveys, Permits, and Regulations**

Survey/Grade information is provided for informational purposes only. The Contractor shall verify existing information and obtain additional information as necessary. The Contractor shall establish horizontal and vertical control as necessary for proper layout of the work.

- **Contractor's Obligations and Retainage**

The Contractor agrees to indemnify, defend and hold the City harmless against any property damage or personal injury claim as a result of any activity resulting from this project. The Contractor shall carry general liability insurance in amounts equal to or in excess of \$1,000,000 per occurrence/claim and shall name the City as an additional insured on its liability policy.

The Contractor shall remove all debris and leave the site in a clean and orderly condition following the completion of the work. The City will hold a 10% retainage pending final acceptance of the job.

The Contractor shall guarantee that his work is free from defects for one (1) year after acceptance of the project by the City.

- **Weather Conditions**

In the event of temporary suspension of work due to inclement weather, or whenever the Engineer shall direct, the Contractor shall, and then cause his subcontractors to carefully protect their work and materials against damage or injury. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or his Subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

- **Responsibility of Avoiding Structures**

The Contractor shall assume full responsibility for the protection of all property in the vicinity of the project. The Contractor shall notify the Engineer if their work encroaches on structures in the area of the project. The Contractor shall replace or repair anything damaged as a result of the Contractor's work at no additional cost to the City. The Contractor shall be

responsible for notifying all utility companies prior to any construction and shall also be responsible for having any utility lines, valves, meters, manholes, etc. relocated or adjusted that may interfere with the completion of this project. The cost and scheduling of utility relocations shall be included in the base bid and shall be performed at no additional cost to the City.

- Traffic Control

A minimum of one lane of traffic is to be maintained on all streets whenever possible. If necessary, the contractor may close the road during construction. The City Engineer and City Traffic Department shall review and approve the day, time and duration of any requested road closure.

The Contractor shall provide adequate cones, signs, and if necessary flag persons with appropriate clothing and equipment to control traffic during all phases of the operation. It shall be the responsibility of the Contractor to notify the City Traffic Department, the City Engineer and the local residents of traffic and parking disruptions prior to beginning work.

Costs for all traffic control is incidental to the project.

- Cleanup

It shall be the responsibility of the contractor to keep the construction area clean from trash and debris at all times. The final cleanup shall be reviewed by the City Engineer prior to final payment.

- Superintendence by Contractor

The Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor.

- Changes in Work

No changes in the work will be allowed without prior approval of the City. Changes will be accounted for by unit bid prices, an agreed lump sum, or the actual cost of labor, materials, rental costs, and other applicable costs.

- Payment and Performance Bonds

At the time of the execution of this contract, the successful bidder shall execute and deliver to the City Payment and Performance Bonds payable to the City of Charleston, both in the amount of **one hundred percent (100%)** of the contract price. As an alternate, the successful bidder may furnish cash bonds or U.S. Government Bonds in the amount of **one hundred percent (100%)** of the contract price for each of the Payment and Performance Bonds. Firms may also elect to provide the City with an irrevocable standby Letter of Credit in the amount of **two hundred percent (200%)** of the contract price, with the City as beneficiary, issued by a reputable lending institution with terms satisfactory to the City and its legal counsel in lieu of performance and payment bonds.

- Licenses

Bidders must be licensed contractors by the State of West Virginia and licensed to do business in the City of Charleston.

Estimated Quantities

<u>Street</u>	<u>Estimated SY</u>
Clyde Court	725
Wertz Ave	1,350
Southpointe Drive & Flintlock Rd	775
Lower Donnally Rd	625
Virginia Ave (4400 Blk)	475

Resolution No. 951-24

Introduced in Council:

April 1, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 951-24 – Authorizing the Mayor or City Manager to enter into a contract with WQ Watters for cleaning and painting services of the Haddad Riverfront Park Canopy in the amount of \$84,354.00 where the price was determined pursuant to a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with WQ Watters for cleaning and painting services of the Haddad Riverfront Park Canopy in the amount of \$84,354.00 where the price was determined pursuant to a competitive bidding process.

ADDENDUM ACKNOWLEDGMENT

Edit More

Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number: 1 Date of Acknowledgment: 3/20/24

EXCEPTIONS AND DEVIATIONS

Edit More

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:

N/A

BID AND PROPOSAL FORM (1 OF 3)

Edit More

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

required

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

Kenneth P. Bowen, Vice President



BID AND PROPOSAL FORM (2 OF 3)

Edit

More

Search for Item Code or Description

Reset Search

Order Description

Quantity Alternate Optional Fixed (Unit Price) Unit Price Total Cost

!

 Alternates are not included in bid total.

1 Painting & Cleaning Canopy Structures (3)(lump sum)

1 Item

\$84,354.00
 (Eighty Four Thousand
 Three Hundred Fifty
 Four Dollars)

▣ 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:*



Title: Vice President

Printed/Typed Bidder's Name:*

Kenneth P. Bowen

Date: 3/28/24

Company Name: W. Q. Watters Company

Address: 1081 Kanawha State Forest Drive
Charleston, WV 25314

Telephone Number: (304) 744-9433 Fax Number: (304) 744-9433

Email Address: admin@wqwatters.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 Haddad Riverfront park, riverside at or near the 600 block of Kanawha Boulevard St East at 9:00 a.m., Wednesday, March 20, 2024. (Bidder acknowledges the pre-bid meeting requirement.)

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:*

Date: 3/28/24

W. O. Matters Company
Kenneth P. Bowen, Vice President



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 Bidder's Drug Free Workplace Conformance Affidavit			
City Purchasing Affidavit	Please upload a signed and notarized copy of Bidder's City Purchasing Affidavit			
Bid Bond (5% of bid price)	Please upload a copy of a fully executed 5% bid bond			
4 Required Documents				

Local Vendor Preference (Optional)

Optional: Vendor is not required to complete.

BID BOND

Bidder acknowledges that a 5% bid bond is required for submission *

Edit More

LIST OF STOCKHOLDERS

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below

Click "+" to add Stockholders. If none, type "N/A"

Stockholder Name:*

Chad E. Smith
Joshua Weaver

Stockholder Address:*

1081 Kanawha State Forest Dr., Charleston, WV 25314
1081 Kanawha State Forest Dr., Charleston, WV 25314

Edit More



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

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

1. I am an employee of W.O. Waters Company; and,

2. I do hereby attest that W.O. Waters Company (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: Kenneth P. Bowen

Signature: Kenneth P. Bowen

Title: Vice President

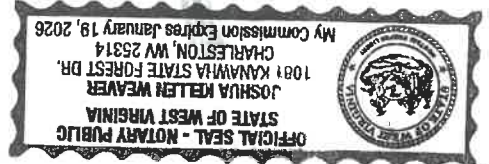
Company Name: W.O. Waters Company

Date: 3/21/24

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 21st day of March, 2024.
By Commission expires 1/19/26



(Seal)

[Signature]
(Notary Public)



LOCAL VENDOR AFFIDAVIT

CITY OF CHARLESTON, WEST VIRGINIA

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: W.O. Waters Company

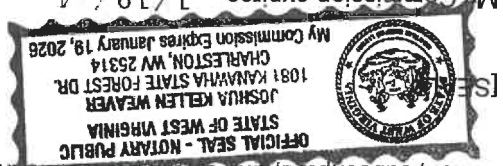
Authorized Signature: *Kenneth P. Bowen* Date: 3/21/24

(Printed Name and Title)
Kenneth P. Bowen

State of West Virginia

County of Kanawha, to wit:

Taken, subscribed, and sworn before me this 21 day of March, 2024.



My Commission expires 1/19/26, 2026.
Notary Public *Joshua Kellen Weaver*

Name of Procurement: City of Charleston Bid Opening Date: 3/28/24

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: W.O. Matters Company

Authorized Signature: _____



Date: _____

3/21/24

CONTRACTOR LICENSE

AUTHORIZED BY THE

West Virginia Contractor
Licensing Board



NUMBER:

WV000563

CLASSIFICATION:

SPECIALTY
PAINTING

W O WATTERS COMPANY
DBA W O WATTERS COMPANY
1081 KANAWHA STATE FOREST DRIVE
CHARLESTON, WV 25314

EXPIRATION DATE

AUGUST 06, 2024

DATE ISSUED

AUGUST 06, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING BOARD



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

W. Q. Watters Company
1081 Kanawha State Forest Drive
Charleston, WV 25314

OWNER:

(Name, legal status and address)

City of Charleston
501 Virginia Street East
Charleston, WV 25301

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

2024-11 Levee Canopy Painting and Repair Project - According to Plans & Specifications

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
Same as Above
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.

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 thereof; 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 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 requirement 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 28th day of March, 2024.

(Witness)
Kim Wilkinson

(Witness)
Kim Wilkinson

By: W. Q. Watters Company
(Principal)
(Seal)
Vice President

By: Travelers Casualty and Surety Company of America
(Seal)
(Title) Vice President
(Title) Patricia A. Moye, WV Resident Agent, Attorney-in-Fact

**TRAVELERS**

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gregory T Gordon, Patricia A Moye, Jeremy B. Stanley, Terri L. Dodrill, and Kimberly J Wilkinson of Charleston, West Virginia their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford ss.



On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company and any such power so executed and certified which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of March, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

W. Q. Watters Company
1081 Kanawha State Forest Drive
Charleston, WV 25314

OWNER:

(Name, legal status and address)

City of Charleston
501 Virginia Street East
Charleston, WV 25301

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

2024-11 Levee Canopy Painting and Repair Project - According to Plans & Specifications

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.

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 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 thereof; 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 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 requirement 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 28th day of March, 2024.

(Witness)
James Haysman

(Witness) Kim Wilkinson

W. Q. Watters Company
(Principal)
(Seal)
By: *James Haysman*
(Title)
Vice President
Travelers Casualty and Surety Company of America
(Surety)
(Seal)
By: *Patricia A. Moye*
(Title) Patricia A. Moye, WV Resident Agent, Attorney-in-Fact

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gregory T. Gordon, Patricia A. Moye, Jeremy B. Stanley, Terri L. Dodrill, and Kimberly J. Wilkinson of Charleston, West Virginia their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business or guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut City of Hartford ss:



On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of March, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bill No. 8029

Introduced in Council:

April 1, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance Committee

Bill No. 8029: 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-four.

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, 2024 through June 30, 2025, before City Council for approval at a special meeting of Council held on April 16, 2024, 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.

Bill No. 8021

Introduced in Council:

April 1, 2024

Introduced by:

Mary Beth Hoover

Adopted by Council:

Referred to:

**Municipal Planning Commission
Planning, Streets and Traffic**

Bill No. 8021 - A Bill adopting a revision of the comprehensive plan and downtown redevelopment plan for the City of Charleston, West Virginia, pursuant to Chapter 8A, Article 3, of the West Virginia Code titled "Imagine Charleston: Comprehensive Plan" and "Imagine Charleston: Downtown Redevelopment Plan". Said revisions to the plans are to guide the city to accomplish a coordinated and compatible development of land and improvements within its territorial jurisdiction, in accordance with present and future needs and resources.

WHEREAS, the City Council hereby finds:

a. A comprehensive plan is the basis for land development and use, and must be reviewed and updated on a regular basis;

b. The purpose of a comprehensive plan is to:

i. Set goals and objectives for land development, uses and suitability for a governing body, so a governing body can make an informed decision;

ii. Ensure that the elements in the comprehensive plan are consistent;

iii. Coordinate all governing bodies, units of government and other planning commissions to ensure that all comprehensive plans and future development are compatible;

iv. Create conditions favorable to health, safety, mobility, transportation, prosperity, civic activities, recreational, educational, cultural opportunities and historic resources;

v. Reduce the wastes of physical, financial, natural or human resources which result from haphazard development, congestion or scattering of population;

vi. Reduce the destruction or demolition of historic sites and other resources by reusing land and buildings and revitalizing areas;

vii. Promote a sense of community, character and identity;

viii. Promote the efficient utilization of natural resources, rural land, agricultural land and scenic areas;

ix. Focus development in existing developed areas and fill in vacant or underused land near existing developed areas to create well designed and coordinated communities; and

41
42 x. Promote cost-effective development of community facilities and services; and
43

44 c. Due to the passage of time and state statutory requirements, the comprehensive plan
45 currently in place, the 2013 plans titled "Imagine Charleston: Comprehensive Plan" and "Imagine
46 Charleston: Downtown Redevelopment Plan," must be updated; and
47

48 d. The March 2024 revised plans titled "Imagine Charleston: Comprehensive Plan" and
49 "Imagine Charleston: Downtown Redevelopment Plan," attached hereto as Exhibit A and Exhibit
50 B respectively, are in compliance with the mandatory components of a comprehensive plan as
51 outlined in § 8A-3-4 of the Code of West Virginia, and should be adopted as comprehensive plans
52 for the City.
53
54

55 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
56 CHARLESTON, WEST VIRGINIA:
57

58 That the March 2024 revised plans titled "Imagine Charleston: Comprehensive Plan" and
59 "Imagine Charleston: Downtown Redevelopment Plan" are hereby adopted as the comprehensive
60 plans for the City.
61

62 This Ordinance will become effective immediately after final passage.

Bill No. 8030

Introduced in Council:

April 1, 2024

Introduced by:

Emmett Pepper and Shanw Taylor

Adopted by Council:

Referred to:

Ordinance & Rules

Bill No. 8030 - A BILL to amend the Municipal Code of the City of Charleston by amending and reenacting Sections 114-3, 114-433; 114-662, 114-701, 114-703, 114-705, and 114-711; and repealing Sections 114-366, 114-731, 114-732, 114-733, and 114-734, all relating to updating requirements and penalties associated with bicycle riders and motorized vehicles; increasing penalties for traffic violations by operators of motorized vehicles; creating new penalties for violation of the traffic ordinance by a person not operating a motorized vehicle; repealing antiquated language; requiring a driver to give at least three feet of distance when passing a bicycle on a road; clarifying that motor vehicle operators are subject to penalties for violations of the pedestrian crosswalk requirements; creating a new penalty for violation of the bicycle article of the traffic ordinance and a specific lower penalty for violation of the signal device section; updating and clarifying certain bicycle rules of the road and equipment requirements; and repealing the antiquated license and registration requirements.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Sections 114-3, 114-433; 114-662, 114-701, 114-703, 114-705, and 114-711 of the Municipal Code of the City of Charleston are hereby amended and reenacted; and that Sections 114-366, 114-731, 114-732, 114-733, and 114-734 are hereby repealed, all to read as follows:

CHAPTER 114 – TRAFFIC ORDINANCE
ARTICLE I. – IN GENERAL

Sec. 114-3. - Penalties.

(a) Every person operating a motorized vehicle who is convicted of a violation of any of the provisions of this chapter for which another penalty is not provided shall, for a first conviction, be punished by a fine of not ~~more~~ less than \$100.00 nor more than \$500.00 or by imprisonment for not more than ten days; for a second such conviction within one year thereafter, such person shall be punished by a fine of not ~~more~~ less than \$200.00 nor more than \$1,000.00 or by imprisonment for not more than 20 days or both such fine and imprisonment; and upon a third or subsequent conviction, such persons shall be punished by a fine of not ~~more~~ less than \$500.00 nor more than \$1,500.00 or by imprisonment for not more than 30 days or both such fine and imprisonment.

(b) Every person not operating a motorized vehicle who is convicted of a violation of any of the provisions of this chapter for which another penalty is not provided shall, for a first conviction, be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; and upon a third or subsequent conviction, such persons shall be punished by a fine of not more than \$500.00.

(c) In addition to any other fines and costs required by ordinance or state code, any individual found guilty of a traffic offense which is a moving violation shall be assessed an additional amount of \$5.00, which additional amount shall be retained by the city in a separate account and used solely for police training and the purchase of equipment relating to police training.

(d) Fine amounts for parking violations, including increased fine amounts if not paid in full within ten days of issuance as required by City Code section 114-90, shall be as follows:

PARKING VIOLATION:	FINE:	FINE IF PAID AFTER TEN DAYS FROM ISSUANCE:
Overtime Meter	\$10.00	\$40.00
Loading Zone	25.00	50.00
Bus Zone	25.00	50.00
Taxi Zone	25.00	50.00
Police Zone	25.00	50.00
Fire Lane	25.00	50.00
Fire Hydrant	25.00	50.00
Blocked Traffic	25.00	50.00
Blocked Driveway	25.00	50.00
Blocked Crosswalk	25.00	50.00
Blocked Intersection	25.00	50.00
Street Cleaning	25.00	50.00
Blocked Sidewalk	25.00	50.00
Overtime Marked Space	25.00	50.00
Wrong Side of Street	25.00	50.00
To Near Street Corner	25.00	50.00
In Alley	25.00	50.00
Failure to Display Handicap Placard	25.00	25.00
Handicap 1st Offense	100.00	100.00
Handicap 2nd Offense	300.00	300.00
Handicap 3rd or Subsequent Offense	500.00	500.00
No Parking Zone	25.00	50.00
Residential Only Parking	75.00	110.00

55 **ARTICLE VI. – VEHICLE OPERATION**

56 **DIVISION 1. – GENERALLY**

57
58 ~~**Sec. 114-366. – Passengers in seat with operator.**~~

59
60 ~~No more than three persons including the operator shall ride or be permitted by such~~
61 ~~operator to ride in the seat with the operator of any motor vehicle while the motor~~
62 ~~vehicle is being operated on the streets of the city.~~

63
64 **DIVISION 3. – DRIVING ON RIGHT SIDE OF ROADWAY, OVERTAKING AND**
65 **PASSING**

66
67 **Sec. 114-433. - Overtaking and passing on left.**

68
69 The following rules shall govern the overtaking and passing of vehicles proceeding in
70 the same direction, subject to these limitations, exceptions, and special rules:

71 (1) The driver of a vehicle overtaking another vehicle proceeding in the same
72 direction shall give an audible signal and pass to the left at a safe distance and shall not
73 again drive to the right side of the roadway until safely clear of the overtaken vehicle.

74 (2) The driver of a vehicle overtaking a bicycle traveling in the same direction
75 shall pass to the left of the bicycle at a distance of not less than three feet at a careful
76 and reduced speed, and may not again drive to the right side of the roadway until safely
77 clear of the overtaken bicycle.

78 (3) Except when overtaking and passing on the right is permitted, the driver of an
79 overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible
80 signal and shall not increase the speed of his vehicle until completely passed by the
81 overtaking vehicle.

82
83 **ARTICLE VIII. – PEDESTRIANS**

84
85 **Sec. 114-662. - Right-of-way in crosswalks.**

86
87 (a) When official traffic control signals are not in place or not in operation the driver of a
88 vehicle shall yield the right-of-way, slowing down or stopping if need be so to yield, to a
89 pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the
90 half of the roadway upon which the vehicle is traveling, or when the pedestrian is
91 approaching so closely from the opposite half of the roadway as to be in danger; but no
92 pedestrian shall suddenly leave a curb or other place of safety and walk or run into the
93 path of a vehicle which is so close that it is impossible for the driver to yield. This
94 provision shall not apply under the conditions stated in subsection 114-663(b).

95
96 (b) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked
97 crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of
98 any other vehicle approaching from the rear shall not overtake and pass such stopped
99 vehicle.

(c) Any person operating a motorized vehicle who violates the provisions of this section is guilty of a misdemeanor and, upon conviction thereof, shall be subject to the penalties set forth in Section 114-3 of this Code.

ARTICLE IX. – BICYCLES

DIVISION 1. - GENERALLY

Sec. 114-701. - Obedience to article; duty of parents and guardians; applicability of article to bicycles.

(a) It shall be unlawful for any person to do any act forbidden or fail to perform any act required in this article.

(b) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this article.

(c) These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street or upon any path set aside for the exclusive use of bicycles subject to those exceptions stated in this article.

(d) Unless otherwise stated therein, any person violating the provisions of this article is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$100.00 per violation.

Sec. 114-703. - Riding on bicycles.

(a) A person propelling a bicycle shall not ride other than upon or astride a permanent and regular seat attached to the bicycle.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is the bicycle and any attachments are designed and equipped to accommodate.

Sec. 114-705. - Riding on roadways and paths.

(a) Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons riding bicycles upon a roadway shall not ride more than two abreast except ~~on paths or parts of roadways set aside for the exclusive use of bicycles~~ when doing so would not impede the flow of traffic.

(c) Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall are encouraged to use such path and ~~shall not use~~ the roadway.

Sec. 114-711. - Signal device.

(a) No person shall operate a bicycle unless it is equipped with a suitable signal bell, horn or other warning device capable of giving a signal audible for a distance of at least 100 feet, except that a bicycle shall not be equipped with nor shall any person use upon a bicycle any siren or whistle; and the use of such signaling device for purposes other than to give warning of the approach or presence of such bicycle or as a warning of danger is expressly prohibited.

(b) When approaching or passing other vehicles or pedestrians, a bicycle rider may sound a short signal of his intention to approach or pass.

(c) Any person violating the provisions of this section is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$10.00 per violation.

DIVISION 2. -- LICENSE AND REGISTRATION

~~Sec. 114-731. -- License required.~~

~~No person shall ride or use a bicycle upon any public street, highway or public place unless the bicycle shall be duly licensed and registered in the office of the city collector as provided in this article.~~

~~Sec. 114-732. -- Registration.~~

~~Every owner of a bicycle shall list and register with the city collector his name and address; the name of the manufacturer of his bicycle; and its number, style and general description.~~

~~Sec. 114-733. -- Book record; metallic tags.~~

~~The city collector shall provide at his office in the city hall a suitable book record for the purpose stated in section 114-732, and shall provide suitable metallic identification tags, upon each of which shall be marked or stamped a distinguishing number and, for each bicycle registered, shall furnish to the owner one of such tags and one duplicate. The owner shall affix and keep affixed to the bicycle for which the tag is issued the original metallic tag and shall keep the duplicate in his possession and shall at all reasonable times upon demand of any member of the police department exhibit the duplicate tag for the purpose of identification and as proof of ownership.~~

~~Sec. 114-734. -- License fees; transferal; duplicates.~~

~~The fee for a license and tag and one duplicate required by this division is fixed at \$0.50, which shall be paid to the city collector at the time of the issuance of a license; and but one license and registration shall be required so long as the bicycle belongs to the same owner. The issuance of the tag and its recording shall be the only evidence of~~

193 ~~the license and the registration of the bicycle, and no written license certificate shall be~~
194 ~~issued. Upon change of ownership, such license tag may be transferred to and issued~~
195 ~~in the manner provided in this division in the name of the new owner upon payment by~~
196 ~~him of a fee of \$0.50. A tag shall not be transferred from one bicycle to another, and no~~
197 ~~person shall attach to any bicycle a tag not issued for use on the bicycle. Upon loss of~~
198 ~~any such duplicate or original, and upon application and satisfactory evidence of such~~
199 ~~loss, a new tag or a new duplicate shall be issued by the city collector upon the~~
200 ~~payment of a fee of \$0.25. All such license fees collected by the city collector shall be~~
201 ~~deposited with the city treasurer in the same manner as other license fees are~~
202 ~~deposited.~~
203

Bill No. 8031

Introduced in Council:

April 1, 2024

Introduced by:

Mary Beth Hoover and
Chad Robinson

Adopted by Council:

Referred to:

Ordinance & Rules

Bill No. 8031 - A BILL to amend and reenact Sections 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, and 6-158 of the Municipal Code of the City of Charleston, as amended, and to amend said code by adding thereto three new sections, designated Sections 6-186, 6-187, and 6-188, all relating to updating the regulation of Private Outdoor Designated Areas to be consistent with state code changes; expanding the types of licenses that can operate within a Private Outdoor Designated Area to be consistent with state code; clarifying that multiple permit holders and licensees may operate within a Private Outdoor Designated Area simultaneously; creating the East End PODA; and setting forth day, time, and personnel needed for the operation of the East End Private Outdoor Designated Area.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Sections 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, and 6-158 of the Municipal Code of the City of Charleston, as amended, are hereby amended and reenacted; and that said code is hereby amended by adding thereto a new division, designated Sections 6-186, 6-187, and 6-188, all to read as follows:

CHAPTER 6. – ALCOHOLIC BEVERAGES.

ARTICLE IV. – PRIVATE OUTDOOR DESIGNATED AREAS.

DIVISION 1. – GENERALLY.

Sec. 6-152. – Private Outdoor Designated Area.

A Private Outdoor Designated Area includes the public property that has become a legally demarcated area established by a municipal ordinance as set forth in West Virginia Code §8-12-26 for the consumption of liquor, wine, nonintoxicating beer, and nonintoxicating craft beer. Notwithstanding the provisions of Section 78-211 of this Code, a person may possess and consume an approved open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer sold from an approved Class S4 special permit holder, as further detailed in this Article, outdoors within a Private Outdoor Designated Area. A business operating within a Private Outdoor Designated Area may choose whether or not to permit people to enter its business with an approved open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer sold from an approved Class S4 special permit holder. A Private Outdoor Designated Area

may be authorized to simultaneously host multiple qualified licenses and permit holders as defined in West Virginia Code, at the discretion and with the approval of the City Manager.

Sec. 6-153. – Participation in a Private Outdoor Designated Area.

(a) Any Class A, Class B, or Class S2 license holder under West Virginia Code ~~§60-7-1 et seq.~~ that operates in a Private Outdoor Designated Area may apply to the City Manager for the approval to ~~operate in~~ participate in the sale of alcoholic beverages within a Private Outdoor Designated Area. The City Manager shall review the application to ensure it is complete and meets the following requirements:

(1) The applicant is located in an established Private Outdoor Designated Area, pursuant to this Article, with a front door in compliance with all building and fire codes for the safe ingress and egress of members, patrons, and guests to and from the Private Outdoor Designated Area.

(2) The applicant has a valid city and state business license and is in good standing with the city.

(3) The applicant has a valid Class A, Class B, or Class S2 ~~private club~~ license under West Virginia Code ~~§60-7-1 et seq.~~

(b) Once approved by the City Manager, as indicated by a letter of approval to the applicant, the license holder may apply to the West Virginia Alcohol Beverage Control Administration (“WVABCA”) for a ~~special~~ Class S4 special permit, as detailed in West Virginia Code § 60-7-8g, to participate in a Private Outdoor Designated Area, as further detailed in this Article, in the West Virginia Code, and in any applicable rules of the WVABCA. Upon approval by the WVABCA, the Class S4 special permit holder shall notify the City Manager’s office. Any business that receives the approval of the City Manager and a Class S4 special permit from the WVABCA may participate in a Private Outdoor Designated Area.

(c) Participation in a Private Outdoor Designated Area does not provide a business with any authority to operate outdoor dining on the public right of way. Any business interested in participating in outdoor dining shall follow the requirements of Chapter 102, Article VII of this Code. A business with an approved outdoor dining area that is within a Private Outdoor Designated Area may operate its outdoor dining area simultaneously with its participation in a Private Outdoor Designated Area.

Sec. 6-154. – Containers.

All beverages served from valid Class S4 special permit holders for consumption in a Private Outdoor Designated Area shall be served in a non-glass container not greater than 16 fluid ounces, which has been approved by the City Manager and the WVABCA.

Sec. 6-155. – Signage and Prohibitions.

(a) Prior to the operation of a Private Outdoor Designated Area, the city shall erect conspicuous signage identifying the Private Outdoor Designated Area. The signs shall be located at every reasonable point where a pedestrian may exit the Private Outdoor Designated Area by way of a public sidewalk. The signs shall clearly state “No alcohol beyond this point.” and provide clear notice that a person is leaving the Private Outdoor Designated Area.

(b) A person may not leave a Private Outdoor Designated Area while possessing an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid.

(c) A person may not possess an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid while being in, on, or operating a motor vehicle within a Private Outdoor Designated Area.

Sec. 6-156. – Public Health, Safety, and Sanitation.

(a) All Private Outdoor Designated Areas shall be operated in a manner consistent with all state and municipal laws. The Charleston Police Department shall be responsible for ensuring compliance and may issue citations within the Private Outdoor Designated Areas as necessary. The Charleston Police Department shall provide a copy of any citation issued within a Private Outdoor Designated Area to the WVABCA.

(b) In addition to any public restrooms in a Private Outdoor Designated Area, participating Class S4 special permit holders shall make available adequate restroom facilities, whether permanent or portable, to serve their members and guests during all hours of operation of the Private Outdoor Designated Area.

(c) All businesses operating within a Private Outdoor Designated Area shall comply with all requirements of the Kanawha-Charleston Health Department.

(d) All participating businesses within a Private Outdoor Designated Area shall make waste receptacles available during the operating hours of the Private Outdoor Designated Area in a number sufficient to contain the waste generated within the area and which are emptied regularly by each participating business as needed to ensure availability. These waste receptacles are in addition to the City of Charleston public waste receptacles in the area.

Sec. 6-157. – Revocation of City Manager Approval; and General Policy Authority.

(a) The City Manager may revoke the letter of approval of any Class S4 special permit holder for violation of any law, rule or regulation, or when doing so is in the interest of public safety, by sending a revocation letter to both the permit holder and the WVABCA.

(b) The City Manager is authorized to create policies and procedures as

necessary for the efficient operation of the Private Outdoor Designated Areas, including but not limited to, signage language approval, container approval, identification of participating businesses and non-participating businesses, review of security plans proposed to the WVABCA, the interaction and interplay between a fair or festival and the Private Outdoor Designated Areas, and the duties and responsibilities of all participating businesses with respect to clean up and other sanitation matters.

Sec. 6-158. – Suspension of Private Outdoor Designated Area.

The City Manager has the authority to suspend the operation of a Private Outdoor Designated Area immediately for any reason, including when in the interest of public safety, by providing notice to all Class S4 special permit holders within the Private Outdoor Designated Area, City Council, any business association participating in the marketing or advertising of the Private Outdoor Designated Area, and the WVABCA.

DIVISION 6. – EAST END PODA

Sec. 6-186. – Creation and Boundaries.

(a) City Council for the City of Charleston hereby establishes a Private Outdoor Designated Area known as “East End PODA”, which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this Article and applicable West Virginia Code.

(b) The East End PODA shall begin at a point on Washington Street East that is 90 feet northeast of its intersection with Maxwell Street and continue in a southeasterly direction along Washington Street East to a point 190 feet southeast of its intersection with Elizabeth Street; it shall include the first 185 feet of public right-of-way off Washington Street East on Elizabeth Street in both a northerly and southerly direction as well as the first 150 feet of public right-of-way off Washington Street East on Maxwell Street in a northerly direction, along with the buildings and lots adjacent to these public rights-of-way. The East End PODA shall include the public rights-of-way within the boundary area and the buildings at or within the following addresses: 1586-1611 Washington Street East and 304-412 Elizabeth Street.

(c) The attached map of the East End PODA is incorporated herein and made a part of this ordinance.

(d) The area within the East End PODA is in a CVD Corridor Village District or a C-8 Village Commercial District, both of which are zoning areas that allow for the sale and consumption of liquor, wine, nonintoxicating beer and nonintoxicating craft beer, and are in compliance with the zoning ordinance.

Sec. 6-187. – Days and Hours of Operation

The East End PODA may operate daily year round on any Monday through Friday from 4:00 p.m. until 10:00 p.m., Saturday from 10:00 a.m. until 10:00 p.m., and Sunday from 10:00 a.m. until 10:00 p.m. Drinks may not be sold in PODA cups or

consumed within the Elk City PODA outside of the hours of operation.

Sec. 6-188. – Personnel Needed

The estimated number of City personnel needed to ensure public safety and efficient operations in the Elk City PODA is two police officers and one public works employee. The City Council anticipates that these City employees will be working their regular shifts and generally assigned in this area of the City.

East End Private Outdoor Designated Area (PODA)

