



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
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Charleston, West Virginia 25303
304-575-9202
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Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Thursday, January 9, 2025
5:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

- I. THE DATE AND TIME WERE CHANGED DUE TO WEATHER AND SAFETY CONCERNS**
- II. DISCUSSION:**
 - a. Approval of Previous Minutes 12-16-2024
- III. RESOLUTIONS:**
 - a. Resolution No. 25-001 – Authorizing the Mayor or City Manager to purchase a Ford Expedition SUV for the CARE Office from Matheny Ford.
 - b. Resolution No. 25-002 – Approving a revised schedule of fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center and the Municipal Auditorium.
 - c. Resolution No. 25-003 - Authorizing the Mayor or City Manager to enter into a contract with WDP and Associates for architectural and engineering services related to the investigation, assessment, and evaluation of the Municipal Auditorium building façade.
 - d. Resolution No. 25-004 - Authorizing the Mayor or City Manager to enter into a contract with Irwin Seating Company for the design, purchase, and installation of new seating at the Charleston Coliseum.
 - e. Resolution No. 25-005 - Authorizing approval of Amendment No. 4 of the FY 2024-2025 General Fund Budget.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., DECEMBER 16, 2024
AV ROOM #308, CITY HALL

Joseph Jenkins Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., December 16, 2024.

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

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:
Emmett Pepper

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the November 18, 2024 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 24-045 – Authorizing the Mayor or City Manager to purchase four Ford Escapes for the Parking Department from Stephens Auto in the amount of \$104,868.00 pursuant to a competitively sourced open-ended contract, where the price for each vehicle is locked in for one year and purchases permitted as needed pursuant to the contract.

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

That the Mayor or City Manager is authorized to purchase four Ford Escapes for Parking Systems from Stephens Auto in the amount of \$104,868.00 pursuant to a competitively sourced contract.

City Manager Ben Mishoe added that the purchase is part of the regular rotation schedule.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-045 approved.

- b. Resolution No. 24-046 – Authorizing the Mayor or City Manager to purchase four Jeep Grand Cherokees for City Engineering, Public Works, Parks and Recreation, and MOECD from Thornhill Motor Car, Inc, in the amount of \$151,696.00 pursuant to a competitively sourced state contract.

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

That the Mayor or City Manager is authorized to purchase four Jeep Grand Cherokees for City Engineering, Public Works, Parks and Recreation and MOECD from Thornhill Motor Car, Inc, for the amount of \$151,696.00 pursuant to a competitively sourced state contract.

City Manager Ben Mishoe added that the City will use a State contract. The purchases are part of a regular rotation schedule.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-046 approved.

- c. Resolution No. 24-047 – Authorizing the Board of the Charleston Coliseum and Convention Center (“CCCC”) to enter into the “Second Amendment to Food Service Management Agreement” with Sodexo Live, pursuant to the terms set forth therein, which will modify certain terms and conditions related to the food and beverage management at CCCC and extend the agreement for a period of five years, with the option of an additional five year term upon mutual agreement of the parties. This Second Amendment is the result of an interview, selection, and negotiation process undertaken by the CCCC Board, which unanimously approved the Second Amendment at a special meeting held Wednesday, December 11, 2024.

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

That the Board of the Charleston Coliseum and Convention Center (“CCCC”) is authorized to enter into the “Second Amendment to Food Service Management Agreement” with Sodexo Live, pursuant to the terms set forth therein, which will modify certain terms and conditions related to the food and beverage management at CCCC and extend the agreement for a period of five years, with the option of an additional five year term upon mutual agreement of the parties.

City Manager Ben Mishoe added that all the companies that submitted proposals were interviewed, with Sodexo having the highest score. This has been approved by the Charleston Coliseum and Convention Center Board.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-047 approved.

- d. Resolution No. 24-048 – Authorizing the Mayor or Chief of Police to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“AHIDTA”) for funds from the United State Office of National Drug Control Policy in the total amount of \$120,000 to be awarded to the Metropolitan Drug Enforcement Network Team (“MDENT”). The 2025 calendar year funds are designated for the purchasing of evidence and information (totaling \$20,000), funding overtime for five full-time officers at \$19,000 each (totaling \$95,000), and funding contracted support staff (totaling \$5,000).

Now Therefore, Be It Resolved By The Council Of The City Of Charleston, West Virginia:

That the Mayor or Chief of Police is authorized to execute and enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“AHIDTA”) for funds from the United State Office of National Drug Control Policy in the total amount of \$120,000 to be awarded to the Metropolitan Drug Enforcement Network Team (“MDENT”). The 2024 calendar year funds are designated for the purchasing of evidence and information (totaling \$20,000), funding overtime for five full-time officers at \$19,000 each (totaling \$95,000), and funding contracted support staff (totaling \$5,000).

City Manager Ben Mishoe added that this is an annual agreement which would allow the City to accept \$120,000 of funding to be used for overtime, to purchase evidence and information and for administrative services.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-048 approved.

- e. Resolution No. 24-049 – Authorizing the City Manager to enter into a Parking Lease Agreement for a parking lot containing approximately 30 parking spaces located at 1309 Smith Street and consisting of approximately 12,443 square feet with Charmco Lofts Limited Partnership for 30 years under the terms set forth in the attached Exhibit A.

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

That the City Manager is hereby authorized to enter into a 30-year Parking Lease Agreement with Charmco Lofts Limited Partnership, for a parking lot containing approximately 30 parking spaces located at 1309 Smith Street and consisting of approximately 12,443 square feet, pursuant to negotiated terms of the Parking Lease Agreement, which is attached hereto as Exhibit A.

City Manager Ben Mishoe added that the lease is for a small parking lot is adjacent to Charmco Lofts. The lease is the same amount if each individual space were rented out monthly.

City Attorney Kevin Baker added that the lease reflects the fair market value. The CPI increase will happen every 5 years.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-049 approved.

- f. Resolution No. 24-050 – Authorizing the Mayor or City Manager to submit an application to the FEMA Assistance to Firefighter Grant Program in the amount of \$503,182.30 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase eight Power Load lifts and a Cascade system.

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

That the Mayor or City Manager is authorized to submit an application to the FEMA Assistance to Firefighter Grant Program in the amount of \$503,182.30 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase eight Power Load lifts and a Cascade system.

City Manager Ben Mishoe added that the grant requires a 10% match if awarded. The Cascade system will be used to fill oxygen tanks, and the Power Load lifts will load patients into ambulances.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-050 approved.

- g. Resolution No. 24-051 – Authorizing the Mayor or City Manager to purchase from Midstate Automotive one (1) Chevrolet 2500 Express Cargo Van in the amount of \$36,904.00, and two (2) Chevrolet 3500 Express Passenger Vans in the amount of \$44,344.00 each, for a total cost of \$125,592.00, with all three of these vans for use by the Parks and Recreation Department and being purchased pursuant to a competitively bid State contract.

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

That the Mayor or City Manager is authorized to purchase from Midstate Automotive one (1) Chevrolet 2500 Express Cargo Van in the amount of \$36,904.00, and two (2) Chevrolet 3500 Express Passenger Vans in the amount of \$44,344.00 each, for a total cost of \$125,592.00, with all three of these vans for use by the Parks and Recreation Department and being purchased pursuant to a competitively bid State contract.

City Manager Ben Mishoe added that they will purchase 1 cargo van and 2 passenger vans for use by the Parks and Recreation Department. They will primarily be used to transport kids to and from the recreation centers.

Councilmember Jenkins confirmed that these will be replacing older vehicles.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 24-051 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 25-001

Introduced in Council:

January 6, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 25-001 – Authorizing the Mayor or City Manager to purchase a Ford Expedition
2 SUV for the CARE Office from Matheny Ford in the amount of \$59,872.00 pursuant to a
3 competitively sourced state contract.

4

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

6

7 That the Mayor or City Manager us authorized to purchase a Ford Expedition SUV for the CARE
8 Office from Matheny Ford in the amount of \$59, 872.00 pursuant to a competitively sourced
9 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

Cares office
Full size SUV

Date: 12-17-24

To: CITY MANAGER,

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

Full size SUV for cares office Ford Expedition off
WV state contract.

Purchase justification: This is for the cares office

purchase with grant money

If approved, the total purchase price will be: \$ 59,872.00

(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. | <u>Matheny Ford</u>
<u>off WV State Contract</u> | Price Quote: \$ <u>59,872.00</u> |
| 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 Matheny Ford because:

This is setting Purchased off WV State Contract.

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:  Department: Equipment maintenance

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

Funds Approval:  Date: 12/20/2024
Authorized Financial Officer

Account Number: 097-409-02-005-4-459 (Council Approval Required)

City Manager Approval: _____ Date: _____

**Class 17 - Automobile
Full Size Utility**

Vendor Name: MMTCO DBA MATHENY FORD
Manufacturer/Brand: FORD
Model Name & Number: EXPEDITION (U1J)

Vendor Contact: JACOB/STEVE
Phone No.: 304-485-4418
Email: JWADE@MATHENYMOTORS.COM/SSKINNER@MATHENYMOTORS.COM

Vehicle Requirements:

Classification:	Full Size Utility		
Drive:	4-Wheel/All Wheel Drive	Manufacturer's Standard Available Colors	
Passenger seating:	5 minimum (including driver)	Standard Color Code	Color Description
Doors:	4, minimum	UM	BLACK
Wheelbase:	116 in., minimum	YZ	WHITE
GVWR:	7300 lbs. min., 7600 lbs. max.	JS	SILVER
Engine:	Minimum Acceptable Engines: GAS: 6 cylinder turbo; GAS: 8 cylinder non-turbo; Diesel: 6 cylinder turbo	HY	GRAY
Additional Requirements:			
Factory Running Boards/Step Bars			
Slush/ All-weather mats:	Installed: Driver, Passenger, Cargo area		
Limited Slip/ Traction Lock rear Axle			

Heated - Power Driver and Passenger Mirrors

Factory Remote Start/Entry

Factory Rear Bumper Reverse Traffic Sensors

Rear Defroster/Wiper

Rear Passenger Climate Controls

The vehicle bid shall include the standard equipment requirements as required in section 2.1.1.1 of the specification.

Vendor Bid Response:

Vehicle fuel type	UNIT PRICE
Gasoline	\$ 59,872.00
Flex-fuel	\$ -
Diesel	\$ -
CNG/Bifuel	\$ -
Hybrid	\$ -

***Options:**

FOB Dealership: (Deduct)

\$	25.00
\$	0.25

FOB Other than Metro Charleston - Per Mile

*Note - The above delivery "options" above are not evaluated as part of the award.

Resolution No. 25-002

Introduced in Council:

Adopted by Council:

January 6, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

Resolution No. 25-002 – Approving, pursuant to Municipal Code § 2-553(a), a revised schedule of fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center and the Municipal Auditorium, as recommended by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, and reflected in Exhibit A attached hereto.

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

That, pursuant to Municipal Code § 2-553(a), the revised schedule of fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center and the Municipal Auditorium, as recommended by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, and reflected in Exhibit A attached hereto, is approved.

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
	Sec. 2-556 - Schedule of rates and rentals			Sec. 2-556 - Schedule of rates and rentals	
(a)	The following schedule of rates and rentals shall apply for the use of the services and facilities of the Theater, the Charleston Coliseum and Convention Center, owned and operated by the City, including any additions, extensions or improvements:		(a)	The following schedule of rates and rentals shall apply for the use of the services and facilities of the Theater, the Charleston Coliseum and Convention Center, owned and operated by the City, including any additions, extensions or improvements:	
(2)	Coliseum		(2)	Coliseum	
a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 5,000 - \$45,000	a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater. Pricing based on included services, rate segments, seasonality and day of week.	\$7,500 - \$50,000
b.	Not-for-profit 501c client events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening —or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on rate segments and week part.	\$ 3,500 - \$45,000	b.	Not-for-profit 501c client events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening —or 12 percent of gross admissions, after taxes, whichever is greater. Pricing based on included services, rate segments, seasonality and day of week.	\$ 3,500 - \$45,000
C.	Exhibit shows (using floor space) ,pricing based on rate segments and week part.	\$ 4,000 - \$ 7,500	C.	Exhibit shows (using floor space) , per day pricing based on included services, rate segments, seasonality and day of week. *NSF pricing based on std week usage of 4 event / 2 setup.	\$4,400 - \$ 7,500 (Flat wk) NSF .92 - 1.15
D.	The preceding rates for Coliseum are for space rentals and include defined services, heat, air conditioning, work lights and janitorial services for post event cleaning.		D.	The preceding rates for Coliseum are for space rentals and include defined services, heat, air conditioning, work lights and janitorial services for post event cleaning.	
E.	In addition to the rates set forth in this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows:		E.	In addition to the rates set forth in this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows, and other rates as approved by the Charleston Coliseum/Municipal Auditorium Board:	
		\$0.00—\$10.00 ... \$1.00			\$0.00—\$10.00 ... \$2.00
		\$10.01—\$40.00 ... \$2.00			\$10.01—\$25.00 ... \$3.00
		\$40.01— and up ... \$3.00			\$25.01— and up ... \$4.00
	A fee of 2% of the rental fee for the term of the lease will be imposed for all rentals not qualifying under ticket fees.			A fee of 3% of the rental fee for the term of the lease will be imposed for all rentals not qualifying under ticket fees.	
f.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.		f.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.	
	Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.			Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(3). Parlor Meeting Rooms			(3). Parlor Meeting Rooms		
a.	Parlor Rooms A - D: Rental rate ranging from \$350.00 to \$1,925 pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines.		a.	Parlor Rooms A - D: Rental rate ranging from \$385.00 to \$3,500 pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines.	\$385- \$3,500
b.	Preceding rates for meeting rooms include only space, defined services, heat, air conditioning, work lights and janitorial services for post event cleaning.		b.	Preceding rates for meeting rooms include only space, defined services, heat, air conditioning, work lights and janitorial services for post event cleaning.	
c.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.	2%	c.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 3% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.	3%
	Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.			Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	
(4) Exhibition Hall and Conference Rooms:			(4) Exhibition Hall and Conference Rooms:		
a.	Grand Hall (50,086 sq. ft.), daily rate)—or 12 percent of gross ticket sales after taxes whichever is greater	\$ 3,500 - \$ 8,500	a.	Grand Hall (50,086 sq. ft.), daily rate) - or 12 percent of gross ticket sales or Flat week Net Sq Ft (NSF) rate after taxes whichever is greater	\$4,500 - \$8,500 (Flat Wk) NSF .92 - 1.25
b.	North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$ 1,000 - \$ 3,500	b.	North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales or or Flat week Net Sq Ft (NSF) rate after taxes whichever is greater.	\$1,600 - \$4,000 (Flat Wk) NSF .92 - 1.25
c.	West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$ 200 - \$ 1,200	c.	West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales or or Flat week Net Sq Ft rate after taxes whichever is greater	\$ 475 - \$1,200 (Flat Wk) NSF .92 - 1.25
d.	Conference rooms:		d.	Conference rooms:	
	Rooms 202 – 217... Rental rate ranging from \$350.00 to \$1,925 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.			Rooms 202 – 217... Rental rate ranging from \$385.00 to \$2,000 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.	\$385 - \$2,000
e.	Ballroom:		e.	Ballroom:	
	Rate: Ballroom A - E... Rental rate ranging from \$1,750 to \$18,000 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.			Rate: Ballroom A - E... Rental rate ranging from \$1,875 to \$21,000 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.	
	Grand Ball Room	\$ 9,000 - \$ 18,000		Grand Ball Room	\$10,000 - \$21,000
	Ballroom A – E	\$ 1,750 - \$ 6,000		Ballroom A – E	\$1,875 - \$8,200
	Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.			Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
f.	Public Areas & Ancillary Spaces:		f.	Public Areas & Ancillary Spaces:	
	The Public Areas, Ancillary and Pre-Function Spaces rates are \$0.37 per Net Square Foot Rental per day. Each will have a minimum daily rental rate with per day pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines. Space rates:		The Public Areas, Ancillary and Pre-Function Spaces rates are \$0.47 - \$0.62 per Net Square Foot Rental per day. Each will have a minimum daily rental rate with per day pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines. Space rates:		NSF .47 - .62
	Grand Lobby - Lower	\$650 - \$6,000	Grand Lobby - Lower		\$650 - \$6,000
	Grand Lobby - Upper	\$500 - \$4,650	Grand Lobby - Upper		\$500 - \$4,650
	Terrace Club	\$275 - \$2,500	Terrace Club		\$275 - \$2,750
	Lounge	\$110 - \$1,025	Lounge		\$110 - \$1,025
	Terrace Pre-Function	\$400 - \$3,650	Terrace Pre-Function		\$400 - \$3,650
	Elk River Atrium	\$300 - \$3,000	Elk River Atrium		\$750 - \$4,000
	Elk River Corridor	\$250 - \$2,400	Elk River Corridor		\$250 - \$2,400
	Clendenin Street Lobby - Lower	\$200 - \$2,000			
	Clendenin Street Lobby - Upper	\$200 - \$2,000			
	Parlor Room Lobby	\$350 - \$1,925	Parlor Room Lobby		\$350 - \$1,925
	Ancillary space utilized for exhibits will start at a .37 net sf rate per day		Ancillary space utilized for exhibits will start at a .47 net sf rate per day		
g.	The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals, defined services, and include heat, air conditioning, work lights and janitorial services for post event cleaning.		g. The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals, defined services, and include heat, air conditioning, work lights and janitorial services for post event cleaning.		
h.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.	2%	h. In addition to the rates set forth in this subsection (3), a capital improvement fee of 3% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.		3%
i.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.		i. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.		
	Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.		Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.		

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(5)	The Theater		(5)	The Theater	
a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 1,200 - \$ 2,000	a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$1,500 - \$4,500
b.	Regular rehearsal rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 700 - \$ 1,200	b.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$1,500 - \$4,500
c.	Not-for-profit 501c rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 700 - \$1,850	c.	Not-for-profit 501c - Legacy Events, as defined by the Charleston Coliseum/Municipal Auditorium Board, per day or evening – pricing based on included services, rate segments and week part.	\$ 700 - \$1,850
d.	Not-for-profit 501c rehearsal, per day or evening -pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 400 - \$ 1,200	d.	Not-for-profit 501c - Legacy Events, as defined by the Charleston Coliseum/Municipal Auditorium Board, per day or evening – pricing based on included services, rate segments and week part.	\$ 400 - \$ 1,200
e.	Meeting rate (no access to stage, house lights and house sound system use only)	\$ 1,200 - \$ 2,000	e.	Meeting rate (no access to stage, house lights and house sound system use only)	\$1,320 - \$2,250
f.	The preceding rates for the Theater include only space, defined services, heat, air conditioning, work lights and janitorial services for post event cleaning.		f.	The preceding rates for the Theater include only space, defined services, heat, air conditioning, and work lights	
g.	Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.		g.	Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.	
h.	In addition to the rates set forth in this subsection (5), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.	2%	h.	In addition to the rates set forth in this subsection (5), a capital improvement fee of 3% of the rental fee for the term of the lease will be imposed for rentals under the subsection (e) identified as Meeting rate. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City. In addition to the rates set forth in this subsection (5) with exception of subsection (e), a capital improvement fee will be imposed upon the event ticket price as follows:	3%
					\$0.00—\$10.00 ... \$2.00
					\$10.01—\$25.00 ... \$3.00
					\$25.01— and up ... \$4.00
(b)	The fees used to establish the capital improvement funds for the Charleston Coliseum and Convention Center (CCCC) and the Municipal Auditorium (MA) are to be used to fund CCCC and MA building improvements and renovation, repair or replacement of equipment or mechanical systems that are not normally provided in standard operating budgets. Items costing less than \$5,000.00 will be funded from standard operating budgets unless they are unexpected and conform to general accounting principals for expensing. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the CCCC and MA budgets.		(b)	The fees used to establish the capital improvement funds for the Charleston Coliseum and Convention Center (CCCC) are to be used to fund CCCC building improvements and renovation, repair or replacement of equipment or mechanical systems that are not normally provided in standard operating budgets. Items costing less than \$5,000.00 will be funded from standard operating budgets unless they are unexpected and conform to general accounting principals for expensing. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the CCCC budget.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(c)	Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, may be negotiated by the manager subject to the established booking guidelines.		(c)	Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, may be negotiated by the manager subject to the established booking guidelines.	
(d)	All other rates, fees, rentals and other charges incidental to the operation of the CCCC and MA facilities shall be set and approved by the Charleston Coliseum and Convention Center Auditorium Board, pursuant to the provisions of section 2-553 of the Code of the City of Charleston.		(d)	All other rates, fees, rentals and other charges incidental to the operation of the CCCC facilities shall be set and approved by the Charleston Coliseum and Convention Center Auditorium Board, pursuant to the provisions of section 2-553 of the Code of the City of Charleston.	
	Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.			Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	
(6) Parking			(6) Parking		
a. Regular rate, per day or evening— Quarrier or Lee Stree Garage	\$ 5.00		a. Regular rate, per day or evening— Quarrier or Lee Stree Garage	\$5.00 - \$15.00	
b. Buy Out or Full Rental per day Quarrier Garage	\$ 800		b. Buy Out or Full Rental per day Quarrier Garage	\$ 800 -1500	
c. Buy Out or Full Rental per day Lee Garage	\$ 600		c. Buy Out or Full Rental per day Lee Garage	\$ 600 -1200	
(Ord. No. 6679, §§ 1—3, 6-19-2000; Bill No. 6807, §§ 1(I)—(V), 2(A), 2(B), 3, 6-8-2001; Ord. No. 7458, 4-18-2011; Bill No. 7747, 6-5-2017; Bill No. 7799 , 11-19-2018)					

Resolution No. 25-003

Introduced in Council:

January 6, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-003 – Authorizing the Mayor or City Manager to enter into a contract with WDP and Associates for architectural and engineering services related to the investigation, assessment, and evaluation of the Municipal Auditorium cast-in-place concrete building façade, in an amount not to exceed \$132,041.00, where the price was determined through a request for expressions of interest and a competitive interview and scoring 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 WDP and Associates for architectural and engineering services related to the investigation, assessment, and evaluation of the Municipal Auditorium cast-in-place concrete building façade, in an amount not to exceed \$132,041.00, where the price was determined through a request for expressions of interest and a competitive interview and scoring process.

December 20, 2024



City of Charleston
501 Virginia Street East
Charleston, WV 25301

Attention: Ben Mishoe
City Manager

Reference: Charleston Municipal Auditorium
Concrete Facade Assessment
WDP Proposal No.: 24009A

Manassas, VA

Charlottesville, VA

Blacksburg, VA

Myrtle Beach, SC

New York, NY

Dear Mr. Mishoe:

WDP Consulting Engineers, Inc, ("WDP") is pleased to submit this professional services agreement (the "Agreement") to The City of Charleston (the "Client") for the work (the "Work") described in detail in the Scope of Services section of this Agreement. The Work generally includes investigation and evaluation of the Municipal Auditorium building façade at 244 Virginia Street East, Charleston, West Virginia 25301.

WDP performed an initial walk through on January 24, 2024 for the project building and provided several general recommendations including the follow-up investigation that is required to further understand the conditions of the façade and develop the repair plan. The proposal is based on this initial walk through and much of the background information and details were provided in the WDP's letter report dated March 1, 2024.

SCOPE OF SERVICES

The following Proposal is limited exclusively to the work as described in this Scope of Services section. Anything not expressly described shall be considered expressly excluded from the work.

The building structure includes two primary distinct façades; 1) cast-in-place (CIP) concrete walls and 2) mass masonry walls (Figure 1, Photographs 1). It is our understanding that the Client wishes to evaluate the feasibility of salvaging the concrete façade for a future building renovation. The following Scope of Service is intended to examine only this façade and present options to the Client to accomplish this task.

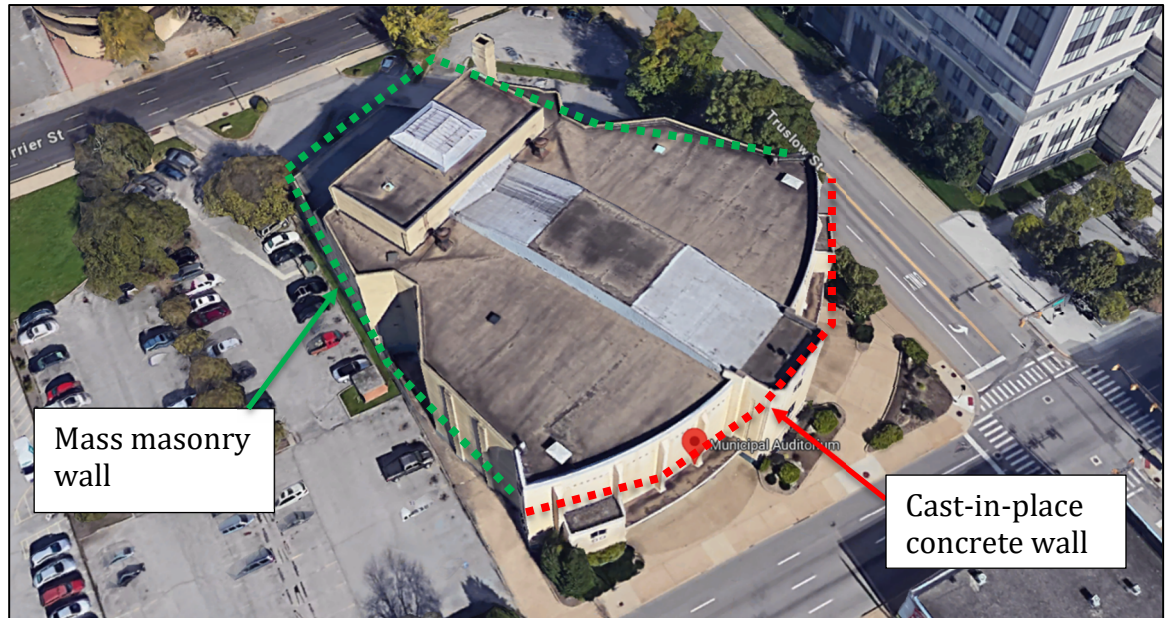


Figure 1: Municipal Auditorium



Photograph 1: Front Elevation – CIP Concrete Facade



WDP has assembled the following team to provide these services:

- WDP & Associates Consulting Engineers, Inc. – Team lead, Building enclosures, structural engineering, material sampling and evaluation.
- ZMM Architects – Architectural Support
- CAS – Structural Engineering
- Pullman Services – Contractor Support
- Intertek PSI – Hazardous materials
- Win Strock – Cost Estimating

Task 1: Document Review

WDP will perform a review of available documents provided by the Client to better understand the construction of the building structure and facade. This documentation is anticipated to include the original construction documents and previous investigation reports.

Task 2: Field Investigation

WDP will perform a field investigation to evaluate the existing conditions of the building façade. This will generally include evaluating the main CIP concrete façade and related building envelope components. The masonry walls are excluded from this scope of work. The field investigation will generally include a visual survey, non-destructive testing survey, exploratory openings, extraction of material samples for laboratory testing, and minimal diagnostic water testing. It is our understanding that WV Division of Highways (DOH) approval for sidewalk closure will require approximately two to four weeks after notice to proceed. It is anticipated the WDP can mobilize on site approximately two weeks after DOH approval.

Subcontractor Support

WDP will engage Pullman Services to provide support during the investigation, including elevated access to the building exterior, coordinating sidewalk closure, making and repairing exploratory openings, and general assistance during the investigation work. It is anticipated that the building exterior will be accessed primarily from the ground via an aerial boom lift.

Concrete Façade Survey

The field investigation is anticipated to be executed over five days.

- Visual and tactile survey
 - A visual and tactile survey will be performed at the exposed concrete surfaces of the CIP concrete façade. Damage, such as cracking, spalling,



staining, as well as general features of the area will be documented on field survey drawings and via photographs.

- Building interior of the concrete façade will be evaluated for the general conditions.
- Non-destructive testing (NDT)
 - NDT methods will be utilized to evaluate hidden conditions within the concrete.
 - Surface Penetrating Radar (SPR) will be used to identify reinforcing steel placement, estimate cover depths, and the potential presence of multiple layers of reinforcing steel in the concrete members.
 - Impact Echo (IE) testing may be used to identify depth and extent of the delamination and damage.
- Material Testing
 - WDP will extract concrete samples of the concrete façade for the following material tests:
 - Three (3) nominal three-inch diameter cores for concrete compressive strength and one (1) nominal three-inch diameter core for petrographic analysis. Petrographic Testing (ASTM C856) is a microstructural examination by optical and scanning electron microscopy (SEM) of the paste and aggregate on a prepared sample of concrete. This testing will provide information regarding the original mix design including if aggregate was used and if it caused any deleterious reactions and material flaws in the concrete which can be critical to prepare the repair plan and scope.
 - Concrete powder samples will be extracted from four (4) sample locations at varying depths for a total of up to twelve (12) samples to be tested in accordance with ASTM C1152, "Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete." This testing is used to determine the concentration of chlorides at various depths within the concrete. Chlorides can be introduced into concrete during batching from contaminated sand, water, or through admixtures. In service chloride contamination results primarily from deicing treatments or salt spray from the ocean.
 - Carbonation depth estimates will be performed at each of the four (4) powder sample locations using a phenolphthalein pH indicator spray.
 - WDP's subcontractor will patch the sampling locations using a proprietary repair mortar. Proprietary repair mortar used will not



match the color of the existing concrete due to the age and in-service exposure conditions of the existing concrete. WDP shall not be liable for color matching of concrete patching materials.

- *Environmental Evaluation*
 - WDP will engage Intertek PSI to perform the scope of environmental sampling and testing services included in Intertek's attached proposal. This testing will generally include evaluation for:
 - Asbestos containing materials (ACM),
 - Lead based paint (LBP), and
 - PCB containing materials.
- *Water Testing*
 - WDP will perform non-standardized diagnostic water leakage testing at the ticket office awning location where interior water leakage has been observed. Tests will be performed using a combination of spray racks, bars, and nozzles to simulate heavy rain events. The testing procedures to be used will vary depending on the location, existing conditions, and wall construction. A spray bar or spray rack comprising numerous calibrated spray nozzles is generally used to systematically saturate and sheet water over building envelope elements within a given area. A calibrated spray nozzle may also be utilized to more directly pinpoint sources of water infiltration. A combination of infrared thermography, visual observations, and up to three (3) interior exploratory openings may be utilized to identify water leakage within the wall assemblies where diagnostic testing is performed. Interior openings will not be patched.

As is the nature of water infiltration testing, as the investigation progresses, alterations to the testing plan may be required based on the findings from each diagnostic test. WDP will coordinate with the Client for changes to the testing locations.

Task 3: Summary Report

After completion of the investigation, WDP's team will review the findings of the investigation and meet to discuss and develop various options for the concrete façade. WDP will then develop a summary report for the Client to summarize the observations and findings from the field investigation and outline conceptual options developed by the team.



A draft report will be provided to the Client for review and comment including cost estimates for up to three (3) options. The team will meet virtually with the Client to discuss the report and conceptual options developed for the façade. For the purposes of the proposal, it is anticipated that the meeting will be held virtually and will last approximately two hours. WDP will finalize the report and submit one electronic copy to the Client in PDF format incorporating Client comments. WDP staff will attend a final meeting to review any changes made to the report and discuss next steps for the project.

Task 4. Design Phase Services

The scope of work for the design phase services will be developed based on the findings from the above Tasks and will be provided as Additional Services once the scope of the repairs is determined.

WATER TESTING

Water testing often results in water infiltration into the occupied building spaces. Client shall have a cleaning crew available during execution of the testing to contain and clean any water that may enter the building.

Client or building staff shall also coordinate removal or protection of room contents, equipment, floors, or other items that could be damaged by water infiltration from the testing. WDP will not move contents of rooms where testing is scheduled to be performed. This shall be done by Client or building staff prior to initiation of the field investigation. Identification of items to be removed will be addressed during the initial coordination meeting prior to start of the field work.

If floor protection is required in the interior building common areas or in individual units, Client shall be responsible for providing such protection and for maintenance and removal of the supplied protection.

WDP will monitor accessible portions of the building interior at the testing locations during testing and attempt to stop water testing should significant leakage into the building interior be observed. Often, leakage is unobserved due to lateral water travel, or a leak may manifest after testing is moved to another area; therefore, the possibility of water damage cannot be reasonably avoided by WDP. Client agrees that WDP shall bear no responsibility for water leakage or damage to finishes or components resulting from the water testing methods required to be performed as part of this Proposal.



FEES AND PAYMENTS

The following fees are for the performance of the Work as listed in the Scope of Services above. The fees listed in this Fees and Payments section do not cover any Additional Services or any other services which are stated as excluded from the contract or are not specifically described as part of the Work listed in the Scope of Services above. Any Additional Work/Consultation will be billed in accordance with the fee schedule below:

FEE SCHEDULE:

<u>Item</u>	<u>Unit Price</u>
Principal	\$280.00/hr
Associate Principal	\$245.00/hr
Senior Associate	\$230.00/hr
Associate	\$215.00/hr
Senior Engineer II / Architect II	\$195.00/hr
Senior Engineer I / Architect I	\$185.00/hr
Project Engineer II / Architect II	\$160.00/hr
Project Engineer I / Architect I	\$150.00/hr
Staff Engineer II / Architect II	\$140.00/hr
Staff Engineer I / Architect I	\$130.00/hr
Senior CAD Operator	\$110.00/hr
Senior Engineering Technician	\$110.00/hr
CAD Operator	\$95.00/hr
Engineering Technician	\$95.00/hr
Project Assistant	\$75.00/hr
Per Diem	At Cost + 15%
Mileage	0.75/mi.
Direct Expenses	At Cost + 15%
Subcontractors/Sub-consultants	At Cost + 10%
Equipment Charges	
Impact-Echo/Surface Penetrating Radar	\$575.00/day
Water Penetration Testing Equipment	\$350.00/day
Infrared Thermography	\$300.00/day
Impedance Scanner	\$300.00/day
Bore/Fiber Scope	\$250.00/day
Moisture Meter	\$60.00/day
Pachometer	\$60.00/day

Note: Travel time billed portal to portal. An overtime rate at 1.5 times unit rate applies for work performed on weekends, holidays, between the hours of 6:00 p.m. to 6:00 a.m., and for more than 8 hours on site per workday by all WDP staff.

**ESTIMATED FEE:****Lump Sum Fees****Concrete Façade Evaluation****Task 1 - Document Review and Project Management**

Principal	4.0 hours @	\$ 280.00	/hour =	\$ 1,120.00
Senior Associate	2.0 hours @	\$ 230.00	/hour =	\$ 460.00
Associate	4.0 hours @	\$ 215.00	/hour =	\$ 860.00
Project Engineer II	4.0 hours @	\$ 160.00	/hour =	\$ 640.00
sub-total				\$ 3,080.00

Task 2 - Concrete Façade Evaluation

Principal	12.0 hours @	\$ 280.00	/hour =	\$ 3,360.00
Senior Associate	4.0 hours @	\$ 230.00	/hour =	\$ 920.00
Associate	64.0 hours @	\$ 215.00	/hour =	\$ 13,760.00
Project Engineer II	56.0 hours @	\$ 160.00	/hour =	\$ 8,960.00
Senior CAD	56.0 hours @	\$ 110.00	/hour =	\$ 6,160.00
Petrography Analysis				\$ 3,575.00
Concrete Core and Chloride Tests				\$ 1,500.00
Impact-Echo/Surface Penetrating Radar				\$ 575.00
Mileage and Expense				\$ 2,593.00
<i>Pullmann (Contractor Support)</i>				<i>\$ 14,674.00</i>
<i>Intertek PSI (Environmental)</i>				<i>\$ 5,214.00</i>
sub-total				\$ 61,291.00

Task 3 - Summary Report

Principal	22.0 hours @	\$ 280.00	/hour =	\$ 6,160.00
Senior Associate	12.0 hours @	\$ 230.00	/hour =	\$ 2,760.00
Associate	42.0 hours @	\$ 215.00	/hour =	\$ 9,030.00
Senior Engineer	24.0 hours @	\$ 185.00	/hour =	\$ 4,440.00
Project Engineer II	40.0 hours @	\$ 160.00	/hour =	\$ 6,400.00
Senior CAD	24.0 hours @	\$ 110.00	/hour =	\$ 2,640.00
Project Assistant	8.0 hours @	\$ 75.00	/hour =	\$ 600.00
<i>ZMM (Architectural)</i>				<i>\$ 20,240.00</i>
<i>CAS (Structural)</i>				<i>\$ 7,150.00</i>
<i>Win Strock (Cost Estimating)</i>				<i>\$ 8,250.00</i>
sub-total				\$ 67,670.00

Toal Fee Esiimate \$ 132,041.00



CONDUCT OF WORK

WDP will take reasonable precautions to avoid damage or injury to structures, utilities, and building components in the prosecution of work. However, the Client/Owner agrees to hold WDP harmless for any damage to utility lines, pipes, conduits, or other items embedded in building elements which are not called to WDP's attention and/or accurately shown on the plans furnished by the Client/Owner or identified by Client's representatives.

ADDITIONAL SERVICES

Experience indicates that certain additional items of work may be required or necessary which WDP cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions on "Fees and Payments" for the performance of the Work. Furthermore, the performance of these items is not included in the Work unless the item is expressly described as part of the Work in the preceding Scope of Services section. These additional items of work ("Additional Services") are caused by many factors, usually at the discretion of the Client and/or respective Contractor(s). They may also be caused by the reviewing agency of Client variance/deviation from present policies and standards or reviewing governmental agencies. "Additional Services" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Services.

EXCLUSIONS

The following items are specifically excluded from this scope of work:

- Geotechnical evaluation of the existing soils to investigate possible settlement issues.
- Cost estimator of construction.
- Development of repair documents.
- Structural analysis.
- Testing for hazardous materials including, but not limited to lead based paint and asbestos.
- Environmental and abatement services related to any hazardous materials encountered.
- Attendance at additional meetings not described above.



- Work revisions on any Scope of Services items that are required as a result of a change requested by the Client after previous approval by it or any other parties.
- Fees, expenses, or subcontractor charges for delays in the work caused by the Client, Client's representatives, Client's consultants, or residents of the property.
- Project specific safety training classes.
- Security clearance/badging.

COORDINATION AND DELAY OF WORK

It has been assumed for purposes of this Proposal that WDP will be coordinating work directly with the Client on-site. However, if additional time on-site is incurred as a result of issues outside of WDP's control such as, insufficient access, inadequate water supply, power interruptions, site specific required training, security clearances, or other items specifically required as a precondition of the testing, the additional time required on-site will be invoiced as "Additional Work" in accordance with the attached fee schedule.

CLIENT ASSISTANCE

Client shall coordinate access to the building(s) and the site and act as the liaison between WDP and the property occupants. Parking for WDP's vehicles and WDP's consultants' vehicles on-site will be required for secure storage of equipment used as part of the investigation. The Client will provide access to toilet facilities on-site.

Client shall provide electronic copies of all drawings for the property in Adobe PDF format to WDP, a minimum of three weeks prior to the start of the field investigation phase of the work. Client shall also provide copies of past condition assessment reports and any current reserve studies for the property to WDP prior to the start of the field investigation phase of the work.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by the Client, then the General Provisions along with the Proposal shall constitute a complete binding contract between WDP and Client ("Agreement").

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable and fully set forth all terms of our understanding, please sign the

Charleston Municipal Auditorium
Concrete Facade Assessment
WDP Proposal No.: 24009A
December 20, 2024
Page No. 11

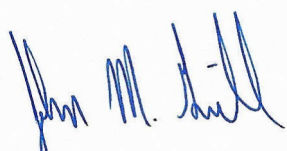


Acceptance and return a copy to WDP's office. This Proposal and General Provisions will constitute our complete contract.

We thank you for this opportunity to provide our services and look forward to working with you on this project. Should you have any questions regarding this proposal, please feel free to contact our office at your convenience.

Respectfully submitted,

WDP Consulting Engineers, Inc.


John M. Grill, P.E.
Sr. Associate


Rex A. Cyphers, P.E.
Principal

ACCEPTANCE

We, the City of Charleston, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, do hereby accept this Proposal and General Provisions as the complete and final agreement with WDP Consulting Engineers, Inc., ("WDP") for the performance of the Work described herein and do hereby further agree to comply with all the covenants in this Agreement.

Accepted: _____
Date

By: _____
Signature

Name

Title

Phone

Email

Resolution No. 25-004

Introduced in Council:

January 6, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-004 – Authorizing the Mayor or City Manager to enter into a contract with Irwin Seating Company for the design, purchase, and installation of new seating at the Charleston Coliseum, including the fixed seats and the telescopic seating system, in an amount not to exceed \$5,443,625.58, where the 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 Irwin Seating Company for the design, purchase, and installation of new seating at the Charleston Coliseum, including the fixed seats and the telescopic seating system, in an amount not to exceed \$5,443,625.58, where the price was determined through a competitive bidding process.

		Hussey Seating	Irwin Seating
Item	Quantity	Price	Price
BID AND PROPOSAL FORM (2 OF 3)			
2024-38 Coliseum Seating Replacement	Full Bid	\$6,563,685.29	\$5,819,584.40
	Deduction for Demolition	\$594,935.63	\$375,958.82
	Bid After Demolition Deduction	\$5,968,749.66	\$5,443,625.58
Local Vendor Preference		N/A	N/A

Resolution No. 25-005

Introduced in Council:

Adopted by Council:

January 6, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 25-005 - Authorizing approval of Amendment No. 4 of the FY 2024-2025 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 4 of the FY 2024-2025 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2024-2025 Budget Amendment No. 4 - January 6, 2025

Revenues and Fund Balances						
Account No.	Department	Account Description	Amount	(Decrease)	Amount	
001 299 0	Fund Balance	Unassigned Fund Balance	2,770,163	850,000	3,620,163	
Net Increase/(Decrease) to Revenues				850,000		
Expenditures						
Account No.	Department	Account Description	Amount	(Decrease)	Amount	
001 910 01 004 5 566	Transfers to Other Funds	CCCC Capital Projects Subsidy	-	850,000	850,000	
Net Increase/(Decrease) to Expenditures				850,000		
Description: <u>Unassigned Fund Balance</u> - To fully fund the amount needed for the Coliseum seat replacement project. The balance of the project will be funded by balances available for the Coliseum and Convention Center in the TIF District Fund (\$415,000) and Sales & Use Tax Fund (\$4,145,000) that accumulated from the imposition of the tax prior to the 2015 bonds being sold and was not needed for the major renovation project.						

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