



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Tuesday, September 2, 2025
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of Previous Minutes 8-18-2025

II. RESOLUTIONS:

- a. Resolution No. 25-081 – Authorizing the Mayor or City Manager to enter into a 5-year software renewal agreement for a point-of-sale subscription service from Clover Sport for the Charleston Coliseum and Convention Center.
- b. Resolution No. 25-082 - Authorizing the Mayor or City Manager to purchase a crowd barrier system from Mountain Productions for the Charleston Coliseum and Convention Center.
- c. Resolution No. 25-083 - Authorizing the Mayor or City Manager to enter into a contract with Motorola Solutions, Inc. for the purchase and installation of security cameras at City-owned parks.
- d. Resolution No. 25-084 - Authorizing the Mayor or City Manager to enter into a contract for the purchase and installation of new tennis court lighting at the Kanawha City Community Center.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., AUGUST 18, 2025
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., August 18, 2025.

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:

Harper Gardner
Frank Annie
Chelsea Steelhammer
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 August 4, 2025 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 25-077 – Authorizing the Mayor or City Manager to purchase self-contained breathing apparatus (SCBA) equipment and cylinders for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$55,110.00 pursuant to a competitively sourced HGAC contract.

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

That the Mayor or City Manager is authorized to purchase self-contained breathing apparatus (SCBA) equipment and cylinders for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$55,110.00 pursuant to a competitively sourced HGAC contract.

City Manager Ben Mishoe added that funding for the Fire Department's replacement equipment has already been included in the budget.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-070 approved.

- b. Resolution No. 25-078 – Authorizing the Mayor or City Manager to enter into an agreement with Concourse Tech, Inc. in the amount of \$59,909.88 for the purchase and installation of upgraded network equipment for use at the City Service Center pursuant to 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 an agreement with Concourse Tech, Inc. in the amount of \$59,909.88 for the purchase and installation of upgraded network equipment for use at the City Service Center pursuant to a competitive bid process.

Mishoe added that the resolution is for a needed network upgrade at the City Service Center similar to the recent City Hall upgrades. The City received six bids.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-078 approved.

- c. Resolution No. 25-079 – Authorizing the Mayor or City Manager to enter into an agreement with Almost Heaven Roofing in the amount of \$157,200.00 for removal and replacement of the Sojourner’s Shelter roof, located at 1418 Washington Street East, pursuant to a competitively 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 an agreement with Almost Heaven Roofing in the amount of \$157,200.00 for removal and replacement of the Sojourner’s Shelter roof, located at 1418 Washington Street East, pursuant to a competitively bid process.

Mishoe added that the resolution is for needed repairs on the Sojourner’s Shelter roof. It does include asbestos abatement.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-079 approved.

- d. Resolution No. 25-080 – Authorizing the Mayor or City Manager to enter into a Billing and Accounts Receivable Management Services Agreement with Quick Med Claims, LLC, to provide billing and other services on behalf of the Charleston Fire Department, and further to enter into a Billing Addendum with the Kanawha County Emergency Ambulance Authority whereby both parties agree to cease the City’s billing service by KCEAA.

WHEREAS, the Kanawha County Emergency Ambulance Authority (“KCEAA”) has provided ambulance billing services for the City of Charleston (“City”) and the Charleston Fire Department by contract since approximately 1991, with the most recent addendum to that contract being entered in 2022; and

WHEREAS, the KCEAA recently opted to seek by a request for proposals (“RFP”) a third-party vendor to take over billing services for KCEAA; and

WHEREAS, as a result of that RFP process, KCEAA recently entered into an agreement with Quick Med Claims, LLC (“QMC”) to handle billing services for KCEAA; and

WHEREAS, throughout the process, the City and KCEAA have been in regular communication about the transition of billing services, and both parties acknowledge it is in each’s best interest for the City to enter into an independent contract with a third-party billing service rather than for KCEAA to continue serving as the City’s billing agent; and

WHEREAS, the City and KCEAA have mutually agreed, pending approval of Charleston City Council and the KCEAA Board of Directors, to end the agreement for KCEAA to provide these billing services to the City, pursuant to the terms and dates outlined in the attached Billing Addendum; and

WHEREAS, the City has reached a separate agreement with QMC to provide billing services to the City under the same financial terms reached by KCEAA pursuant to its competitive RFP procurement process, as set forth in the attached Billing and Accounts Receivable Management Services Agreement;

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 Billing and Accounts Receivable Management Services Agreement with Quick Med Claims, LLC, to provide billing and other services on behalf of the Charleston Fire Department, and further to enter into a Billing Addendum with the Kanawha County Emergency Ambulance Authority whereby both parties agree to cease the City’s billing service by KCEAA, each in a form substantially similar to the documents attached hereto.

Mishoe added that the Kanawha County Emergency Ambulance Authority has been the billing agent for the CFD for ambulance costs, transport, etc. KCEAA is switching to a third-party contract, which means the City will need to also move to Quick Med Claims.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 25-080 approved.

III. BILLS:

- a. Bill No. 8062 - A BILL to amend and reenact Section 54-105 of the Municipal Code of the City of Charleston, as amended, to amend and reenact Section 66-64 of said Code, and to amend and reenact Section 86-106 of said Code, all relating to updating legal holidays; defining the benefit to law enforcement officers who are required to work an unscheduled shift on a legal holiday; codifying Juneteenth as a legal holiday in the City; consolidating lists of legal holidays to one section of said Code; and making technical corrections throughout.

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

That Section 54-105 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted; the Section 66-64 of said Code be amended and reenacted; and that Section 86-106 of said Code be amended and reenacted, all to read as follows:

CHAPTER 54 – FIRE PREVENTION AND PROTECTION.

ARTICLE II. – FIRE DEPARTMENT.

DIVISION 3. – VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-105. – Legal holidays.

(a) ~~The following days~~ holidays set forth in subsection (a) of Section 86-106 of this Code shall be regarded, treated and observed as legal holidays for fire department employees.

- ~~(1) January 1, New Year's Day;~~
- ~~(2) The third Monday of January, Martin Luther King's Birthday;~~
- ~~(3) The third Monday of February, Presidents' Day;~~
- ~~(4) The last Monday in May, Memorial Day;~~
- ~~(5) June 20, West Virginia Day;~~
- ~~(6) July 4, Independence Day;~~
- ~~(7) The first Monday of September, Labor Day;~~
- ~~(8) The second Monday of October, Columbus Day;~~
- ~~(9) November 11, Veterans Day;~~
- ~~(10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;~~
- ~~(11) December 25, Christmas Day;~~
- ~~(12) Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City of Charleston falls on a Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and~~
- ~~(13) All days which may be appointed or recommended by the mayor, the governor or~~

~~the President of the United States as days of thanksgiving or for the general cessation of business.~~

~~When any of such days or dates falls on Saturday or Sunday, either the preceding Friday or the succeeding Monday shall be regarded, treated and observed as such legal holiday.~~

(b) Uniformed members on 24-hour shift duty who are required to receive additional compensation for legal holidays pursuant to W. Va. Code § 8-15-10a shall, upon the occurrence of a legal holiday, regardless of whether the member is required to work on the legal holiday or the legal holiday occurs on the member's regularly scheduled day off, shall either be:

- (1) Paid at a rate of one and one-half times the member's regular rate of pay for 24 hours; or
- (2) Allowed equal time off at such time as may be approved by the fire chief or his or her designee.

(c) Uniformed members on a 40-hour week who are required to work on a legal holiday, or if the legal holiday occurs on their regularly scheduled day off shall be allowed up to one working day (eight consecutive hours) of time off, at such time as approved by the fire chief or his or her designee.

CHAPTER 66 – LAW ENFORCEMENT.

ARTICLE II. – POLICE DEPARTMENT.

DIVISION 2. – DUTY HOURS, HOLIDAYS AND OTHER LEAVE.

Sec. 66-64. – Legal holidays.

~~(a) The following days~~ holidays set forth in subsection (a) of Section 86-106 of this Code shall be regarded, treated and observed as legal holidays for police department employees.

- ~~(1) January 1, New Year's Day;~~
- ~~(2) The third Monday of January, Martin Luther King's Birthday;~~
- ~~(3) The third Monday of February, Presidents' Day;~~
- ~~(4) The last Monday in May, Memorial Day;~~
- ~~(5) June 20, West Virginia Day;~~
- ~~(6) July 4, Independence Day;~~
- ~~(7) The first Monday of September, Labor Day;~~
- ~~(8) The second Monday of October, Columbus Day;~~
- ~~(9) November 11, Veterans Day;~~
- ~~(10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;~~
- ~~(11) December 25, Christmas Day;~~
- ~~(12) Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City of Charleston falls on a~~

~~Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and~~

~~(13) All days which may be appointed or recommended by the mayor, the governor or the President of the United States as days of thanksgiving or for the general cessation of business.~~

~~When any of such days or dates falls on Saturday or Sunday, either the preceding Friday of the succeeding Monday shall be regarded, treated and observed as such legal holiday.~~

(b) A sworn member of the police department who is assigned to an eight-hour shift schedule and is required to work on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall either be paid for those hours worked during the holiday period, not to exceed eight hours, at ~~his~~ the member's regular hourly rate of pay or be allowed to add up to eight hours of equal time off, which may be taken at such time as approved by the chief of police. If the legal holiday falls on ~~his~~ the member's regularly scheduled day off, ~~he they~~ shall be allowed eight hours of equal time off, which may be taken at such time as approved by the chief of police.

(c) A sworn member of the police department who is assigned to a 12-hour shift schedule and is required to work ~~his the~~ entire 12 hours on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall either be paid for an extra 12 hours at ~~his the member's~~ regular hourly rate or be allowed to add 12 hours of equal time off, which may be taken at such time as approved by the chief of police. If the legal holiday falls on ~~his the member's~~ regularly scheduled day off, and the member is not required to work for an unscheduled reason, ~~he they~~ shall be allowed 12 hours of equal time off, which may be taken at such time as approved by the chief of police.

(d) A sworn member of the police department who is assigned to a 12-hour shift schedule and is required to work a portion of ~~his the member's~~ 12-hour shift on a legal holiday, ~~as set forth in subsection (a) of this section,~~ shall, for those hours actually worked during the holiday period, either be paid an amount equal to ~~his the member's~~ regular hourly rate times the period of time worked on the holiday or be allowed to add an equal amount of time off, which may be taken at such time as approved by the chief of police. For that portion of ~~his the member's~~ 12-hour shift that does not fall within the holiday period, the member shall be allowed an equal amount of time off, which may be taken at such time as approved by the chief of police.

(e) A sworn member of the police department who is assigned to a 12-hour shift schedule where a legal holiday falls on their regularly scheduled day off and who is required to work for an unscheduled reason, shall be paid an amount equal to the member's regular hourly rate times the period of time worked on the legal holiday and, in lieu of the additional hours of equal time off, as set forth in subsections (c) or (d) of this

section, may choose to be paid an extra hour for each hour worked at the member's regular hourly rate. Any extra hours paid will be reduced from the hours of equal time off, as set forth in subsections (c) or (d) of this section, as applicable.

CHAPTER 86 – PERSONNEL MANAGEMENT AND PRACTICES.

ARTICLE II. – NON-UNIFORMED PERSONNEL.

DIVISION 1. – PERSONNEL RULES AND ADMINISTRATIVE POLICIES ESTABLISHED.

Sec. 86-106. – Holidays.

(a) The City of Charleston observes the following paid holidays:

(1) January 1 (New Year's Day);

(2) The third Monday of January (Martin Luther King Day);

(3) The third Monday of February (Presidents Day);

(4) The last Monday of May (Memorial Day);

(5) June 19 (Juneteenth)

~~(5)~~ (6) June 20 (West Virginia Day);

~~(6)~~ (7) July 4 (Independence Day);

~~(7)~~ (8) The first Monday of September (Labor Day);

~~(8)~~ (9) The second Monday of October (Columbus Day);

~~(9)~~ (10) November 11 (Veterans Day);

~~(10)~~ (11) The fourth Thursday and Friday of November (Thanksgiving Day Holidays);

~~(11)~~ (12) December 25 (Christmas Day);

~~(12)~~ (13) Any day on which a national, state or other governmental election is conducted within the City of Charleston;

~~(13)~~ (14) Any day proclaimed or ordered by the mayor, ~~the governor, or the President of the United States~~ as a day of special observance or Thanksgiving, or for the general cessation of business.

(b) When any such days or dates identified in subsection (a) above falls on Saturday, the preceding Friday shall be regarded, treated and observed as such legal holiday. When any of such days or dates identified in ~~Section subsection~~ subsection (a) above falls on Sunday, the succeeding Monday shall be regarded, treated and observed as such legal holiday; provided this ~~Section subsection~~ subsection (b) shall not apply to ~~subsections 12 and 13 subdivisions (13) and (14) of Section subsection~~ subsections (13) and (14) of Section subsection (a) above. Notwithstanding the foregoing, when the Juneteenth and/or West Virginia Day Holiday fall on a Saturday and/or Sunday, the holidays shall be observed by the City of Charleston on both the Friday preceding the weekend and the Monday following the weekend.

(c) An employee who requests sick leave on the last working day preceding or the first working day following a holiday shall not receive regular compensation for the holiday if it is determined that sick leave was taken in a manner inconsistent with this Code or the Personnel Rules and Administrative Policies.

(d) If a holiday as identified in subsection (a), but excluding ~~subsections (12) and (13)~~ subdivisions (13) and (14) of subsection (a) of this section when occurring on a Saturday or Sunday, is observed on a full-time employee's regularly scheduled day off, the employee shall be compensated by straight time pay or an additional day off in lieu thereof. The determination of whether compensation will consist of pay or an additional day off shall be at the discretion of the City Manager on a case-by-case basis. If compensated by pay, such pay shall be for a normal working day at the straight hourly equivalent rate for his the employee's position classification.

(e) Upon request to his/her an employee's department head, a full-time employee who is required to work on an election day, as identified in ~~subsection (12)~~ subdivision (13) of subsection (a) in this section, shall be provided with reasonable time and opportunity during his/her the employee's work day to vote, without any reduction in pay or leave, if applicable.

(f) Alternate holiday leave procedures may apply, as required by business need, to personnel who are normally scheduled to work holidays as a part of their regular work shift.

City Attorney Kevin Baker added that the bill makes consistent in the Code the definition of "holidays" in one section instead of three, it clarifies a circumstance where a Police Office is supposed to be off on a holiday but is required to work, it makes Juneteenth a City observed holiday, it clarifies the rules if Juneteenth and West Virginia Day should fall during a weekend, and it removes the requirement that the City has to follow extra holiday by the Governor.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Bill No. 8062 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 25-081

Introduced in Council:

Adopted by Council:

September 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 25-081 – Authorizing the Mayor or City Manager to enter into a five-year software renewal agreement for a point-of-sale (“POS”) subscription service from Clover Sport for the Charleston Coliseum and Convention Center (“CCCC”) in the amount of \$44,328 in the first year, and approximately \$37,500 in years two through five, where the CCCC already owns Clover POS equipment and the remaining equipment will be provided to the CCCC by Clover at no charge in exchange for this five-year software renewal.

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 five-year software renewal agreement for a point-of-sale (“POS”) subscription service from Clover Sport for the Charleston Coliseum and Convention Center (“CCCC”) in the amount of \$44,328 in the first year, and approximately \$37,500 in years two through five.



Charleston Coliseum & Convention Center

Charleston Coliseum & Convention Center

Annual SaaS Model

Estimated Go Live Date:

First Data Merchant Services LLC
901 S. Mopac Expressway
Building 3, Suite 200
Austin, TX 78746

Quote No: JA-Charleston072925a
Quote Date: 8/29/2025
Quote Expires: 9/28/2025

Jaclyn Allen
678-767-8348

Shipping and Handling Hardware; Rate 3%

Account: Charleston Coliseum & Convention Center				
Scope: Clover Sport Hardware Refresh with new 5 Year Software Subscription (New Subscription Period starts 10/1/2025)				
POS Hardware - Concessions Fixed & Portables				
Station Duo 2 w/ Starter Kit, Terminal (Mini), Printer, and Cash Drawer	\$	1,898	90	\$170,820
Clover Flex V4	\$	677	10	\$6,770
				\$177,590
POS Hardware - Misc.				
Epson TM-U220 Ethernet Impact Printer	\$	422	1	\$422
USB Barcode Scanner (Zebra DS9308)	\$	276	20	\$5,520
				\$5,942
Venue Set Up				
Venue Configuration	\$	1,500	1	\$1,500
				\$1,500
Software Subscriptions & Recurring Costs				
Tablet Software Subscription	\$	375	100	\$37,500
				\$37,500

Information to Customer:	Customer Initials
- Invoice terms: Hardware, Shipping & Services Invoiced when Hardware Ships (One time HW flex credit will be applied) - Invoice terms: New 5 year annual software subscription - start date 10/1/2025 - Software Subscription Renewal Term: Billed 30 days prior to Renewal. Annual software subscription will remain the same for the 5 year contract period. - Quote amount does not include any applicable taxes - Connectivity and power supplied by client - Credit Card Merchant Processing Fees Paid by Client - Implementation availability subject to 60-day advance notice	

Hardware Subtotal	\$183,532
Shipping and Handling Subtotal	\$5,328
Software Subscription Subtotal	\$37,500
Implementation Services Subtotal	\$1,500
TOTAL	\$227,860
Hardware Flex Credit	(\$183,532)
Total with Credit	\$44,328

Client: Charleston Coliseum & Convention Center

Signature _____

Print Name _____

Title _____

Date _____

The above client ("Client") subscribes to the software and services and agrees to purchase the hardware set forth in the applicable quote (each, a "Quote"), subject to the attached Terms and Conditions (the "Terms"). A Quote will become effective upon execution of the same by both parties (the "Effective Date"). Each Quote entered into between the parties will reference the attached Terms. These Terms (together with the Quote to which they are attached and any subsequent Quote executed by the parties, this "Agreement") shall set forth the terms and conditions pursuant to which First Data shall deliver certain software, services and equipment. Capitalized terms not defined in the attached Terms have the meanings set forth in the Quote. In the event of a conflict between this Quote and the Terms, the Quote shall take precedence.

Billing Information

Client/Sold To Legal Entity Name: _____

Shipping Street Address, City, State, Zip: _____

Bill To Legal Entity Name: _____

Billing Address (if different from above): _____

Payor Legal Entity Name: _____

Tax Exempt Purchase?
Please provide documentation. _____

AP Contact Name: _____

AP Contact Email Address: _____

Legal Entity Name for Renewals: _____

Renewal Contact Email Address: _____

Invoices shall be due and payable within thirty (30) days from the date of invoice. If payment is not made within 10 days after its due date, First Data will charge a late fee on the unpaid balance of 1.5% per month. Supplemental orders will not be processed for accounts with past due balances. First Data reserves the right to suspend access to and use of the Payment System if the account becomes delinquent.

Resolution No. 25-082

Introduced in Council:

Adopted by Council:

September 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 25-082 – Authorizing the Mayor or City Manager to purchase a crowd barrier
2 system from Mountain Productions for the Charleston Coliseum and Convention Center in the
3 amount of \$50,125.00 pursuant to a competitive bid process.

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

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7 That the Mayor or City Manager is authorized to purchase a crowd barrier system from
8 Mountain Productions for the Charleston Coliseum and Convention Center in the amount of
9 \$50,125.00 pursuant to a competitive bid process.

2025-38 Crowd Barrier System		
Business	Opened at	Total Bid
Mountain Productions	8/19/2025 14:00	\$ 50,125.00

2025-38 Crowd Barrier System	
Mandatory Requirement	Mountain Productions
-	
3.1 Crowd Barrier Standard Single units (30)	\$ 43,500.00
a. Aluminum Alloy	Yes
b Natural Finish	Yes
c. Approx. Dimensions - 40.74 x 49.21 x 46.65(H)	Yes
d. Minimum of 85lbs.per standard single unit	Yes
e .Maximum of 95lbs. per standard single unit	Yes
f.Connection: 3-point locking with one bolt fits all assembly. Rear step for physical elevation for crowd visibility	Yes
g. Rounded top rail	Yes
h. Rear step for physical elevation for crowd visibility	Yes
i. Designed with tread plate that prevents liquids from pooling	Yes
j. Slope front end at floorboard/plate reducing tripping	Yes
k. Ability to fold flat after use and able to be stacked on dollies or cart	Yes
3.2 Crowd Barrier Trolley Carts (3)	\$ 5,550.00
a. Aluminum Alloy	Yes
b. Natural Finish	Yes
c. Approx. Dimensions 47" x 54" x 49" (H)	Yes
d. Minimum of 125lbs. per unloaded cart	Yes
e. Maximum of 145lbs per unloaded cart	Yes
f. Two lockable caster wheels	Yes
g. Ability to hold ten (10) folded standard crowd barriers, horizontally	Yes
3.3 Product Specifications	Yes
3.4 Clients with Venue contact Information	Yes
6. Delivery	\$ 1,075.00
30 Working Days from Notice to Proceed	Yes
Bid Submission Required Documents:	
Certificate of Insurance	Yes
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	N/A
City of Charleston Purchasing Affidavit	Yes
Grand Total:	\$ 50,125.00

QUOTE

No. 25e02322

QUOTE DATE:

8/14/2025

SALES REP:

DA

MOUNTAIN

PRODUCTIONS

QUOTED BY:

Dan Pekar
dan.pekar@shopmtn.com
OFFICE:(570) 826-5566 x 275
CELL:(570) 309-7066

QUOTED TO:

Charleston Coliseum & Convention Ctr
200 Civic Center Drive
Charleston, WV 25301

GOOD THROUGH:

9/19/2025

PAYMENT TERMS:

Net 30 DAYS

This quote may not include taxes or freight charges that will be applied to invoices.

QUANTITY	MPN	DESCRIPTION	U/M	UNIT PRICE	AMOUNT
30	TC CWB-B	STANDARD 1035mm CROWD BARRIER - NATURAL FINISH		1,450.00	43,500.00
3	CWB-V-CAR US	FIXED CART - HOLDS 10 STANDARD CROWD BARRIERS - NATURAL FINISH		1,850.00	5,550.00
		*** Drop Shipping from Vendor ***		1,075.00	1,075.00

We accept Visa, Mastercard, American Express, and Discover

Through acceptance of this quote and subsequent conversion to invoice, Buyer understands and agrees that any unpaid past due portions of the related invoice are subject to a late fee of 2% monthly, 24% annually

SUBTOTAL	\$50,125.00
SALES TAX (0.0%)	\$0.00
TOTAL QUOTE AMOUNT	\$50,125.00

PRICING PAGE

We agree to sell and perform for the City of Charleston, WV the above contract items or services described in the attached specifications for the price listed below:

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
3.1 Crowd Barrier Standard Single Units	30	EA	1450.00	43,500.00
3.2 Crowd Barrier Trolley Carts	3	EA	1850.00	5550.00
Delivery	1	LS	1075.00	1075.00
GRAND TOTAL				\$50,125.00

QUANTITIES LISTED ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) Mountain Productions

(Signature) Daniel Pekar

(Printed Name) Daniel Pekar

(Title) Business Development & Product Specialist

(Date) 8/14/2025

(Phone Number) 570-826-5566 Ext 275

(Email Address) dan.pekar@shopmntn.com



Solicitation: 2025-38 Crowd Barrier System

Contact and Signature

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

(Printed Name and Title) Daniel Pekar - Business Development
(Address) 80 New Frederick St Wilkes-Barre PA 18702
(Phone Number) 570-826-5566 Ext 275
(Email address) dan.pekar@shopmtn.com

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Agreement, including all of these Terms and Conditions as well as Attachment A, in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

VENDOR SIGNATURE

(Company) Mountain Productions
(Signature) Daniel Pekar
(Printed Name) Daniel Pekar
(Title) Business Development & Product Specialist
(Date) 8/14/2025
(Phone Number) 570-826-5566 Ext 275



Solicitation: 2025-38 Crowd Barrier System

(Email Address) clan.pekar@Shopmtn.com

(Mail Address) 80 New Frederick St, Wilkes-Barre PA 18702

CITY SIGNATURE

CITY OF CHARLESTON, A WEST VIRGINIA MUNICIPAL CORPORATION

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

(Mail Address) _____

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: Mountain Productions

Authorized Signature: [Signature] Date: 8/14/2025



MOUNPRO-01

J4ASHAFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA 1130 Highway 315 Wilkes Barre, PA 18702		CONTACT NAME: PHONE (A/C, No, Ext): (570) 819-2000 FAX (A/C, No): (570) 819-4000 E-MAIL ADDRESS:		
INSURED Mountain Productions Inc 80 New Frederick Street P O Box 454 Wilkes Barre, PA 18702		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Arch Insurance Company		11180
		INSURER B: Arch Specialty Insurance Company		21199
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SLR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:		ZAGLB9259102	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGO \$ 4,000,000 EBL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ZACAT9286002	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		UXP1061891-02	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		ZAWC19751802	10/1/2024	10/1/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		MKLV7EUE101167	10/1/2024	10/1/2025	2nd XS Layer 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
XS Liability 5MII XS 5MII - Navigators - NAIC 36056 - 10-1-24 to 10-1-25 Term
Policy #PT24EXCZ0DQ90IC
XS Liability 5MII XS 10MII - Endurance American -NAIC 41718 -10-1-24 to 10-1-25 Term
Policy #ELD30035407401
XS Liability 5MII XS 15MII - Evanston Ins. Co. NAIC 35378 -10-1-24 to 10-1-25 Term
Policy #MKLV7EUE10168
Total XS limit = \$20,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Mountain Productions Inc.
80 New Frederick Street
Wilkes Barre, PA 18702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: MOUNPRO-01

J4ASHAFER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA		NAMED INSURED Mountain Productions Inc 80 New Frederick Street P O Box 454 Wilkes Barre, PA 18702	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional/Pollution Liability Indian Harbor Insurance Company NAIC 36940
Term 10/20/2023 to 10/20/2024
Total Limits- \$2,000,000 Per Occurrence
\$4,000,000 Aggregate



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-38 Crowd Barrier System

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

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

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

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

Company Name:	Mountain Productions Inc
Authorized Signature:	<i>Daniel Pekar</i>
Printed Name:	Daniel Pekar
Date:	8/20/25

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

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.

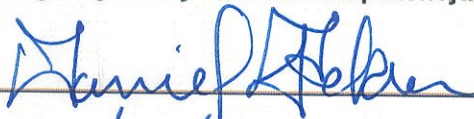
A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

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: _____


8/20/25

Date: _____

Solicitation:

2025-38 Crowd Barrier System

Partial Client List

Previous Sale to

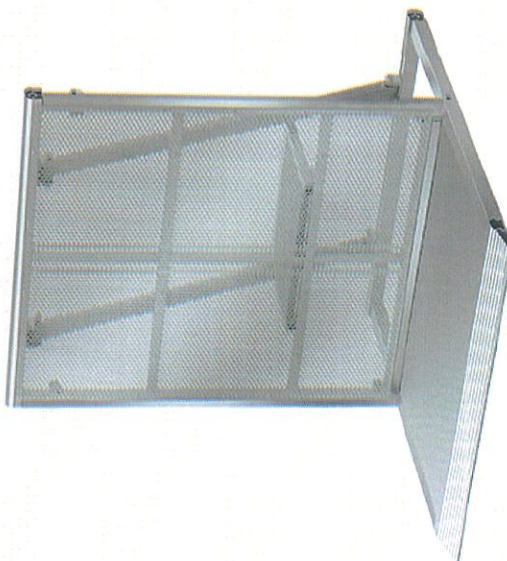
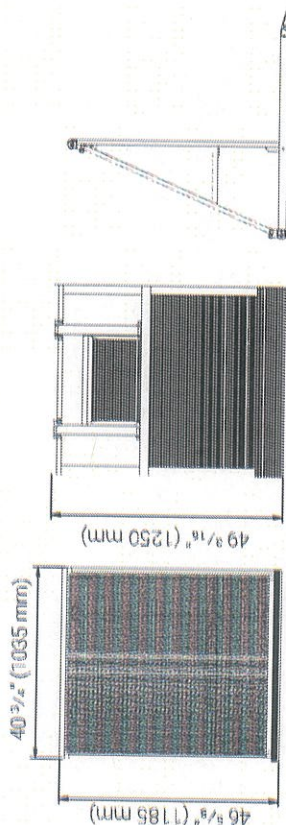
Charleston Coliseum PO CCCC-021324

City of Charleston Department of Parks Blanket PO 149264

Walt Disney World	407-828-2692
Encore US	407-488-7630
Encore PSAV	847-222-9800
On Services	713-688-7900
John F Kennedy Center	202-416-8147
Black Paint	617-905-4758
Hard Rock Atlantic City	609-449-5109
Radio City Music Hall	212-485-7407

Standard Module

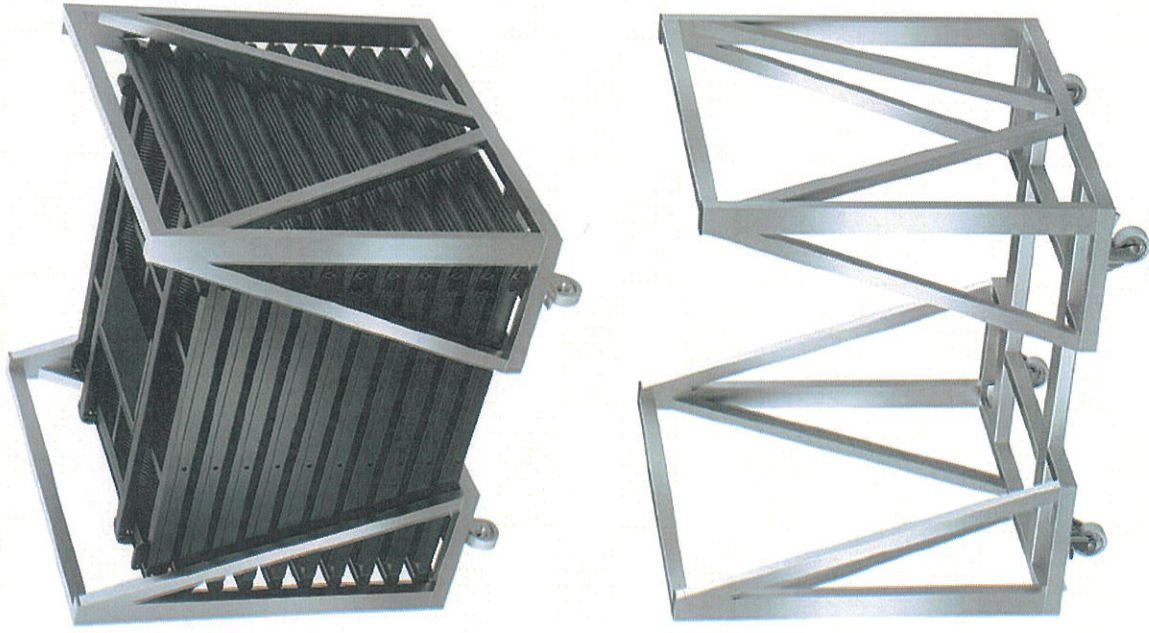
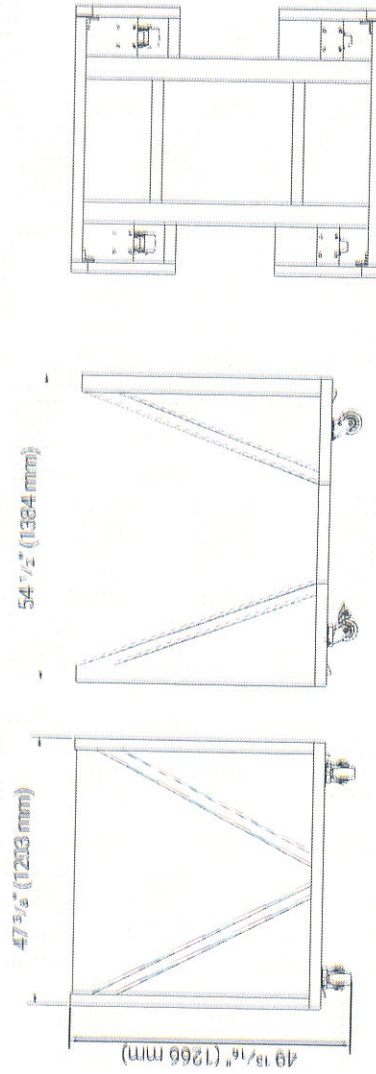
The backbone of our crowd barrier system, the standard module folds flat, can be stacked on our carts for ease of transport and storage, and measures 40 3/4" in width.



Standard Module	
Code	TC CWB-B
Material	Aluminum alloy EN AW-6082 T6
Dimensions	40 3/4" (1035 mm) wide x 49 9/16" (1250 mm) deep x 46 5/8" (1185 mm) tall
Weight	88.7 lbs. (40.3 kg)
Connection kit	Included

Fixed Cart

Our most popular and cost effective cart will comfortably store 10 standard barriers horizontally when folded, will stack two high, includes two locking castors and will pack two wide across a truck.



Fixed Cart for 10 Barriers, Horizontal Storage

Code	TC CWB-CARTUS
Material	Aluminum Alloy EN AW-6061 T6
Dimensions	47 3/8" (1203 mm) wide x 54 1/2" (1384 mm) deep x 49 18/16" (1266 mm) tall
Weight	134 lbs. (61 kg) unloaded

Declaration of Performance (DoP) CPR 305/2011

DECLARATION OF PERFORMANCE N. DoP – CWB-B - 2014

1. Unique identification code of the product-type: **CWB-B**
2. Type, batch or serial number or any other element allowing identification of the construction product as required pursuant to Article 11 (4): **CWB-B**
3. Intended use or uses of the construction product, in accordance with the applicable harmonised technical specification, as foreseen by the manufacturer **MODULAR TEMPORARY STRUCTURE**
4. Name, registered trade name or registered trade mark and contact addresses of the manufacturer as required under Article 11 (5):

LITEC Italia Spa
Via Raffaello, 31
31021 – Mogliano Veneto (TV) – IT

5. System or systems of assessment and verification of constancy of performance of the construction product as set out in CPR, Annex V: **System 2+**
6. In case of the declaration of performance concerning a construction product covered by a harmonised standard (EN 1090-1:2009+A1):

Notified factory production control certification body No. **1372**

TECNO PIEMONTE S.p.A.
Via Pizzorno, 12
I - 28078 Romagnano Sesia (NO) – IT

performed the initial inspection of the manufacturing plant and of factory production control and the continuous surveillance, assessment and evaluation of factory production control, according AVCP* 2+, and issued the certificate of conformity of the factory production control No. **1372-CPR-1760**

7. Declared performance:

ER (CPR)	Essential Characteristics	Performance	Harmonised Technical Specification
1	Tolerances on geometrical data	According to EN 1090-3 // G, H, I // EXC2	UNI EN 1090-1:2009+A1:2011
1	Weldability	Constituent Products (EN573 –EN755-2)	
1	Fracture toughness	Constituent Products (EN573 –EN755-2)	
1	Load bearing capacity	EN 1090-3:2008 // EXC2	
1	Deformation at serviceability limit state	LT RC VARITOWER 2 40	
1	Fatigue strength	NDP	
2	Resistance to fire	NDP	
2	Reaction to fire	Class A1 - EN 13501-1	
3	Release of cadmium	Constituent Products (EN 573 – EN 755)	
3	Emission of radioactivity	Constituent Products (EN 573 – EN 755)	
1	Durability	NDP	

8. The performance of the product identified in points 1 and 2 is conformity with the declared performance in point 7.

This declaration of performance is issued under the sole responsibility of the manufacturer identified in point 4.

Mogliano Veneto (TV), 14 marzo 2014

LITEC Italia S.p.a.
Via Raffaello, 31
31021 MOGLIANO V.TO -TV
RIVA IT02748570245

(Amministratore Delegato firma)

(CEO)



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: August 21, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-38 Crowd Barrier System

Mountain Productions - \$50,125.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to Mountain Productions in the amount of \$50,125.00.

☐ **Multiple Award:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

☐ **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

NO OTHER VENDORS SUBMITTED BIDS

Respectfully,


Signature

8/21/25
Date

Patricia Leary, G.M./Executive Director
Printed Name and Title

Resolution No. 25-083

Introduced in Council:

Adopted by Council:

September 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 25-083 – Authorizing the Mayor or City Manager to enter into a contract with
- 2 Motorola Solutions, Inc. in the amount of \$245,907.49 for the purchase and installation of
- 3 security cameras at City-owned parks pursuant to a competitively sourced Sourcewell contract.
- 4
- 5 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 6
- 7 That the Mayor or City Manager is authorized to enter into a contract with Motorola Solutions,
- 8 Inc. in the amount of \$245,907.49 for the purchase and installation of security cameras at City-
- 9 owned parks pursuant to a competitively sourced Sourcewell contract.

Section 12

Total Price Page

Location	Description	Price (\$)
Beatrice Park	Equipment & install	\$11,314.40
Bigley Park	Equipment & install	\$28,939.55
Daniel Boone Park	Equipment & install	\$24,793.60
East End Park	Equipment & install	\$14,008.00
Davis Park	Equipment & install	\$14,394.60
Haddad Park	Equipment & install	\$53,795.40
Hunter Park	Equipment & install	\$7,834.02
Magic Island Park	Equipment & install	\$30,611.30
Oakmont Park	Equipment & install	\$18,977.40
Riverview Park	Equipment & install	\$17,003.90
North Charleston Rec Center & Park	Equipment & install	\$24,235.32
	Grand Total	\$245,907.49

Note:

Pricing, terms and conditions per 2024 Motorola Sourcewell Contract #042021-MOT

City of Charleston may purchase this proposal by issuing Motorola a purchase order denoting the name of the proposal, the aforementioned contract and NET30 payment terms.

Milestones: 10% CDR; 50% Equipment Shipping; 30% Installation, 10% Project Completion

Resolution No. 25-084

Introduced in Council:

September 2, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-084 – Authorizing the Mayor or City Manager to enter into a contract with T.W. Reed Construction in the amount of \$158,750.00 for the purchase and installation of new tennis court lighting for Kanawha City Recreation Center pursuant to 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 contract with T.W. Reed Construction in the amount of \$158,750.00 for the purchase and installation of new tennis court lighting for Kanawha City Recreation Center pursuant to a competitive bid process.

2025-10 Tennis Court Lighting Project			
Business	Opened at	Bid Total	Local Vendor Preference
T.W. Reed Construction	7/11/2025 2:00pm	\$158,750.00	\$153,750.00
PowerSecure Inc	7/11/2025 2:00pm	\$172,681.00	\$167,681.00
Plateau Electric Inc	7/11/2025 2:00pm	\$338,000.00	\$333,000.00

2025-10 Tennis Court Lighting Project

	T.W. Reed Construction	PowerSecure Inc	Plateau Electric Inc
<u>Mandatory Requirement</u>			
Materials	\$ 110,000.00	\$ 116,794.00	\$ 174,000.00
Labor	\$ 48,750.00	\$ 55,887.00	\$ 164,000.00
Vendor Protest Acknowledgement	Yes	Yes	Yes
Contact and Signature Form	Yes	Yes	Yes
Pricing Page	Yes	Yes	Yes
Addendum Acknowledgement	Yes	Yes	Yes
Local Vendor Form (if Applicable)	Yes	Yes	Yes
City of Charleston Purchasing Affidavit	Yes	Yes	Yes
WV Electrician's License	Yes	Yes	Yes
WV Contractors License	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Drug Free Affidavit	Yes	Yes	Yes
Subcontractor List	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Grand Total	\$ 158,750.00	\$ 172,681.00	\$ 338,000.00

PRICING PAGE

We agree to provide the City of Charleston, WV the above Construction Services as described in the attached specifications for the price listed below:

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
Materials	1	LS	110,000. ⁰⁰	110,000. ⁰⁰
Labor	1	LS	48,750. ⁰⁰	48,750. ⁰⁰
GRAND TOTAL				\$ 158,750.⁰⁰

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) T.W. Reed Construction

(Signature) 

(Printed Name) Timothy Reed II

(Title) President

(Date) 7-11-25

(Phone Number) 304 531 8311

(Email Address) timothy@twreedconstruction.com



Solicitation: 2025-10 Tennis Court Lighting Project

Contact and Signature

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

(Printed Name and Title) Timothy Reed II - President
(Address) 241 Bracken Ln, Ripley, WV 25271
(Phone Number) 304 531 8311
(email address) timothy@twreedconstruction.com

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this

Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

(Company) T.W. Reed Construction
(Signature) [Signature]
(Printed Name) Timothy Reed II
(Title) President
(Date) 7-11-25
(Phone Number) 304 531 8311
(Email Address) timothy@twreedconstruction.com

CITY OF CHARLESTON PURCHASING AFFIDAVIT

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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 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: L.W. Reed Construction

Authorized Signature: [Signature]

Date: 7-11-25

VENDOR PROTEST ACKNOWLEDGMENT

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: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, 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: 7-11-25

Solicitation:



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-10 Tennis Court Lighting Project

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

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

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

☒ Addendum No. 1

☐ Addendum No. 6

☐ Addendum No. 2

☐ Addendum No. 7

☐ Addendum No. 3

☐ Addendum No. 8

☐ Addendum No. 4

☐ Addendum No. 9

☐ Addendum No. 5

☐ Addendum No. 10

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

Company Name:	<i>I.W. Reed Construction</i>
Authorized Signature:	<i>[Signature]</i>
Printed Name:	<i>I.W. Reed</i>
Date:	<i>7-11-25</i>

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

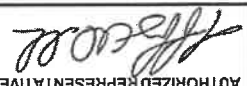
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	
INSURED T.W. Reed Construction, LLC 241 Bracken Ln Ripley WV 25271-1247	
TWREDC-01 INSURER A: Westfield Insurance 24112 NAIC #	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
CONTACT NAME: PHONE (A/C No. ext): 304-357-4520 FAX (A/C No.): 304-345-8724 E-MAIL: jeffodeil@friedlandercompany.com ADDRESS: jeffodeil@friedlandercompany.com	

COVERAGES
 CERTIFICATE NUMBER: 1006766002
 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL SUBR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			464330V	2/15/2025	2/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT \$1,000,000
A	AUTOMOBILE LIABILITY			464330V	2/15/2025	2/15/2026	ANY AUTO OWNED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY SCHEDULED AUTOS ONLY
A	UMBRELLA LIAB			464330V	2/15/2025	2/15/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS below						

CITY OF CHARLESTON, WV PO Box 11930 Charleston, WV	
AUTHORIZED REPRESENTATIVE 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CANCELLATION	

AGENCY CUSTOMER ID: TWREEDC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE



AGENCY Friedlander Company		POLICY NUMBER	CARRIER
NAMED INSURED T.W. Reed Construction, LLC 241 Bracken Ln Ripley WV 25271-1247			
EFFECTIVE DATE:		NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverage includes a waiver of subrogation, when required by written contract.

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder when required by written contract, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board



NUMBER: WV060795

CLASSIFICATION:
ELECTRICAL
GENERAL BUILDING
SPECIALTY

TW REED CONSTRUCTION LLC
241 BRACKEN LANE
RIPLEY, WV 25271

EXPIRATION DATE

DATE ISSUED

JANUARY 17, 2026

JANUARY 17, 2025

Chair, West Virginia Contractor
Licensing Board

Authorized Signature



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.

INS AND DELETIONS:

used the text of the original expanded form. An *Additions and Deletions* report that notes added as well as revisions to the original form text is available from the author and should be reviewed. A line in the left margin of this form indicates where the author added necessary information where the author has added to or from the original AIA text. Document has important legal consequences. Consultation with an AIA is encouraged with respect to completion or modification. Regular reference to Contractor, Owner or other party shall be required plural where applicable.

AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR: (Name, legal status and address)
T.W. Reed Construction, LLC
241 Bracken Lane
Ripley, WV 25271

OWNER: (Name, legal status and address)
City of Charleston - City Manager's Office
501 Virginia Street, East - Room 101
Charleston, WV 25301

BOND AMOUNT: \$
Five Percent of Total Amount Bid (5%)

PROJECT: (Name, location or address, and Project number, if any)
2025-10 Tennis Court Lighting Project

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text. 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.

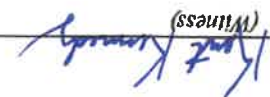
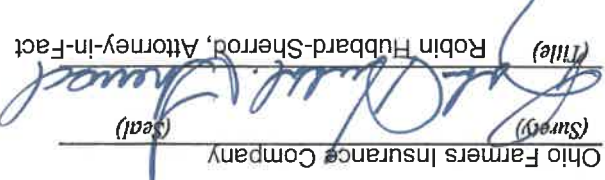
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 1st day of July, 2025

T.W. Reed Construction, LLC

 (Contractor as Principal) (Seal)	 (Witness)
 (Surety) (Seal)	 (Witness)
Ohio Farmers Insurance Company (Title)	
Robin Hubbard-Sherrod, Attorney-in-Fact (Title)	

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User Notes:
(1762076727)

Int.
/

General Power

of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

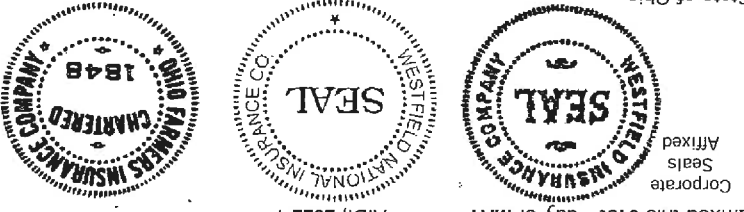
Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
RICHARD L. HIGGINBOTHAM, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, LISA G. ASBURY, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).
power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).
In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY
By: Gary W. Stumper, National Surety Leader and Senior Executive

[Signature of Gary W. Stumper]

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.



Notarial Seal Affixed
County of Medina
State of Ohio
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

[Signature of David A. Kotnik]

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of July A.D., 2025.



Frank A. Carrino, Secretary
Frank A. Carrino, Secretary



CITY OF CHARLESTON
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Timothy Reed II, after being first duly sworn, depose and state as follows:

1. I am an employee of T.W. Reed Construction; and,
2. I do hereby attest that T.W. Reed Construction (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.

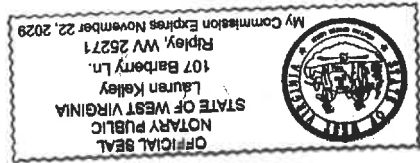
Printed Name: Timothy Reed II
Signature: [Signature]
Title: President
Company Name: T.W. Reed Construction
Date: 7-11-25

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

Taken, subscribed and sworn to before me this 11th day of July, 2025.
By Commission expires November 22, 2029

(Seal)



(Notary Public)

[Signature]

T.W. Reed Construction

License Number if Required by
W. Va. Code § 21-1-1 et. seq.

Attach additional pages if necessary

Tennis Courts



Luminaire Schedule			
Symbol	Qty	Label	Arrangement
	46	HL-APS-750WD-50K-N4, PC Lens,	SINGLE
Total Lamp Lumens			113880
LLF			0.950

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
Tennis 1	Illuminance	Fc	77.03	107	57	1.35	1.88		
Tennis 2	Illuminance	Fc	88.63	102	77	1.15	1.32		
Tennis 3	Illuminance	Fc	91.75	109	79	1.16	1.38		



HL-APS-750WD-50K



Tennis Courts

Luminaire Location Summary									
LumNo	Label	Orient	Tilt	X	Y	Z			
24	HL-APS-750WD-50K-N4, PC Lens,	326.56	60.984	78	214	35			
25	HL-APS-750WD-50K-N4, PC Lens,	312.109	63.33	78	214	35			
26	HL-APS-750WD-50K-N4, PC Lens,	66.541	58.61	77	94	35			
27	HL-APS-750WD-50K-N4, PC Lens,	30.619	58.235	77	94	35			
28	HL-APS-750WD-50K-N4, PC Lens,	46.771	62.836	77	94	35			
29	HL-APS-750WD-50K-N4, PC Lens,	247.249	62.354	191	217	35			
30	HL-APS-750WD-50K-N4, PC Lens,	216.384	63.562	191	217	35			
31	HL-APS-750WD-50K-N4, PC Lens,	230.492	64.526	191	217	35			
32	HL-APS-750WD-50K-N4, PC Lens,	149.036	58.846	185	94	35			
33	HL-APS-750WD-50K-N4, PC Lens,	112.479	60.695	185	94	35			
34	HL-APS-750WD-50K-N4, PC Lens,	127.626	59.823	185	94	35			
35	HL-APS-750WD-50K-N4, PC Lens,	307.875	58.266	308	297	35			
36	HL-APS-750WD-50K-N4, PC Lens,	277.224	63.808	308	297	35			
37	HL-APS-750WD-50K-N4, PC Lens,	295.796	62.145	308	297	35			
38	HL-APS-750WD-50K-N4, PC Lens,	32.4	60.225	291	167	35			
39	HL-APS-750WD-50K-N4, PC Lens,	65.48	60.648	291	167	35			
40	HL-APS-750WD-50K-N4, PC Lens,	50.648	61.42	291	167	35			
41	HL-APS-750WD-50K-N4, PC Lens,	244.231	61.324	403	292	35			
42	HL-APS-750WD-50K-N4, PC Lens,	215.059	63.178	403	292	35			
43	HL-APS-750WD-50K-N4, PC Lens,	228.366	64.024	403	292	35			
44	HL-APS-750WD-50K-N4, PC Lens,	149.381	58.235	401	169	35			
45	HL-APS-750WD-50K-N4, PC Lens,	116.98	60.277	401	169	35			
46	HL-APS-750WD-50K-N4, PC Lens,	129.92	61.129	401	169	35			

Luminaire Location Summary									
LumNo	Label	Orient	Tilt	X	Y	Z			
1	HL-APS-750WD-50K-N4, PC Lens,	301.551	62.233	69	339	35			
2	HL-APS-750WD-50K-N4, PC Lens,	341.565	68.34	69	339	35			
3	HL-APS-750WD-50K-N4, PC Lens,	319.554	66.303	69	339	35			
4	HL-APS-750WD-50K-N4, PC Lens,	334.195	70.828	69	339	35			
5	HL-APS-750WD-50K-N4, PC Lens,	60.781	62.494	80	225	35			
6	HL-APS-750WD-50K-N4, PC Lens,	14.311	70.839	80	225	35			
7	HL-APS-750WD-50K-N4, PC Lens,	27.929	69.483	80	225	35			
8	HL-APS-750WD-50K-N4, PC Lens,	43.958	65.663	80	225	35			
9	HL-APS-750WD-50K-N4, PC Lens,	249.326	58.102	237	340	35			
10	HL-APS-750WD-50K-N4, PC Lens,	202.19	66.801	237	340	35			
11	HL-APS-750WD-50K-N4, PC Lens,	218.437	66.375	237	340	35			
12	HL-APS-750WD-50K-N4, PC Lens,	209.836	65.827	237	340	35			
13	HL-APS-750WD-50K-N4, PC Lens,	162.35	69.158	236	226	35			
14	HL-APS-750WD-50K-N4, PC Lens,	143.13	66.262	236	226	35			
15	HL-APS-750WD-50K-N4, PC Lens,	125.961	60.788	236	226	35			
16	HL-APS-750WD-50K-N4, PC Lens,	94.821	67.106	236	226	35			
17	HL-APS-750WD-50K-N4, PC Lens,	52.651	53.551	240	225	35			
18	HL-APS-750WD-50K-N4, PC Lens,	118.951	56.708	240	225	35			
19	HL-APS-750WD-50K-N4, PC Lens,	81.87	54.509	240	225	35			
20	HL-APS-750WD-50K-N4, PC Lens,	320.964	53.454	243	340	35			
21	HL-APS-750WD-50K-N4, PC Lens,	292.38	57.406	243	340	35			
22	HL-APS-750WD-50K-N4, PC Lens,	191.746	71.189	243	340	35			
23	HL-APS-750WD-50K-N4, PC Lens,	291.991	57.841	78	214	35			

AEON™
PNR SERIES

What makes the AEON™ LED Sports Light your Lighting Solution of Choice?

Fully Encased Luminaire
Protects Sensitive Electronic Components against any Outside Elements

Neutral Color reflects all Wavelengths of External Light

AEON Luminaire
Specifically Designed Proprietary LED Drivers

Proprietary Glare-Free Illumination: UGR <19 with Controlled Intensity and Uniformity

Available in NEMA: 3, 4, & 6 Beam Spreads

High Color Rendition: CRI >85+

Up to 170+ Delivered LpW

Designed for 4K / HDTV Broadcasting

Neighborhood-Friendly
No Light Spillage or Sky Glow

Proprietary & Patented Designs!

Meets/Exceeds National & International Standards

Comes Standard with Prewired Double-Sheathed Quick-Connect Cord

Standard included: Instant On/Off and Continuous Dimming

0-90° Orientation Marking

Tilt-Angle Marking for Precise Aiming

Corrosion Resistant Stainless Steel Hardware

85% RECYCLABLE
LEAD, MERCURY, TOXIC GASES OR HEAVY METALS

SAVE UP TO 75% ON YOUR ENERGY COSTS

Multi-Voltage Options
100-277VAC / 347-480VAC

Easy Quick-Connect Wiring System for Controls

Comes Standard with 3 ft (1m) Stainless Steel Safety Cable

Patented Cross-Vent Convection Design

NEXGEN PRODUCTS

Outstanding Features:

- Incredibly High (95%+) Total Efficiency and with the Highest Efficacy in its own Class: Up to 170+ Delivered LpW. Greater Light, Fewer Luminaires.
- Heavy-Duty, Lightweight and Durable Die-Cast Design for High Wear Resistance: Withstands Harsh, Extreme Outdoor Conditions and Corrosive Environments.
- Fully Encased Luminaire with Patented Cross-Vent Convection Design: Protects Sensitive LED Package and Electronic Components against any Outside Elements.
- Rugged, Weather-Tight Design, IP67 Rated for Wet Location.
- Incredibly Long-Life Span of over 100,000 Hours.
- Operational Flexibility: Adaptable to Various Intelligent Lighting Controls - Wired or Wireless.
- Solid-State Design: No Moving Parts. Ideal for High Vibration Areas (ANSI C136.31, 3G Rated). Simple, Reliable, and Affordable, Maintenance-Free Design.
- High Color Rendition showing True Colors: CRI >85.
- Advanced Functionality and User Friendly with Quick Connect System.
- User Friendly Features: Lenses, Modules and Drivers are Field-Changeable. Saves Time, Labor and Money for a Quick and Easy Installation Process

DESIGNED, ENGINEERED & ASSEMBLED IN THE USA

PLC PREMIUM

AMERICAN SOCIETY OF MECHANICAL ENGINEERS MEMBER ASSOCIATION

GSA

AEON
HYLITE
LED Lighting

Tennis Courts

REQUEST FOR QUOTATION
2025-10 Tennis Court Lighting Project

any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Timothy Reed II
Telephone Number: 304 531 8311
Fax Number: None
Email Address: timothy@tweedconstruction.com