

REQUEST FOR QUOTATION
City of Charleston, WV
2025-11 Pile and Lagging Retaining Wall Project

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The City of Charleston, WV (the City) is soliciting bids for the installation of drilled soldier pile retaining walls with concrete lagging to correct roadway embankment slips throughout the City. The locations are to include the following: Gordon Drive and Mayflower Drive. Additional locations shall be permitted by change order upon agreement of the City and Vendor for a period of 12 months after contract award.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means installation of drilled soldier pile retaining walls with concrete lagging as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items, commonly referred to as a quote.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the City of Charleston, WV with goods or services that is published on the City’s website located at <https://charlestonwv.gov/bids-purchasing/current-bids>
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **GORDON DRIVE:** Retaining wall alignment is approximately 192 linear feet and consists of 33 predrilled HP10x42 piles approximately 24 feet in length.
 - 3.1.1.1 The piles are to be installed on 6’-0” centers. The precast concrete lagging, measuring 8x24x69 is estimated to be 1,165 square feet and the total linear footage of HP10x42 piling is estimated to be 792 linear feet.
 - 3.1.1.2 A continuous HP6x28 steel waler shall be installed two (2) feet below the top of the wall.

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3.1.2 MAYFLOWER DRIVE: Retaining wall alignment is approximately 96 linear feet and consists of 17 predrilled HP12x53 piles with approximate lengths ranging from 20 to 25 feet.

3.1.2.1 The piles are to be installed on 6'-0" centers. The precast concrete lagging, measuring 8x24x69 is estimated to be 768 square feet and the total linear footage of HP12x53 piling is estimated to be 395 linear feet.

3.1.2.2 A continuous HP6x28 steel waler shall be installed two (2) feet below the top of the wall.

3.2 Mobilization: This work shall consist of the preparation for construction, movement of personnel, equipment, and materials to the project site. This item also shall include site preparation, clean-up and demobilization. The price bid for ITEM 3.2 MOBILIZATION shall not exceed 5% of the Project Total.

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

3.2.2 Measurement and Payment: Mobilization will be measured and paid on a lump-sum basis for ITEM 3.2 MOBILIZATION. The City will hold a 10% retainment pending final acceptance of the job. No decrease or increases will be made to this item bid price regardless of the decrease or increase in the final total contract amount or for any other cause.

3.3 Predrilled Soldier Piles HP10x42: This work includes but is not limited to installation of drilled piling for soldier pile retaining walls, located as shown on the plans. Refer to SECTION 614 PILING of the WVDOT Specifications for detailed information at <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

3.3.1 All piles shall be placed in pre-drilled holes minimum of 24 inches in diameter or 4 inches greater than the diagonal measurement of the pile (2 IN. clearance

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on all sides), at the spacing intervals associated with each location and aligned according to WVDOT Specifications.

- 3.3.2 Piles shall be embedded into bedrock a minimum of 10 feet or 1/3 the pile length, whichever is greater.
- 3.3.3 Piles shall be grouted with Class B 3 KSI concrete from bottom of hole to bottom of lagging.
- 3.3.4 An HP6x28 steel waler shall be installed 2 FT. below the top of the piles.
- 3.3.5 All piles and walers shall be A572 Grade 50 steel.
- 3.3.6 The piles shall be painted gray with BAR-RUST 231 (or equal), a multi-purpose epoxy mastic.
- 3.3.7 **Measurement and Payment:** Materials, drilling, pile installation, grouting and other items incidental to proper construction of the piling wall will be measured and paid on a unit-basis LF for Item 3.3 – PREDRILLED SOLDIER PILES HP10X42

3.4 Predrilled Soldier Piles HP12x53: This work includes but is not limited to installation of drilled piling for soldier pile retaining walls, located as shown in the plans. Refer to SECTION 614 PILING of the WVDOT Specifications for detailed information at <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>

- 3.4.1 All piles shall be placed in pre-drilled holes a minimum of 24 inches in diameter or 4 inches greater than the diagonal measurement of the pile (2 IN. clearance on all sides), at the spacing intervals associated with each location and aligned according to WVDOT Specifications.
- 3.4.2 Piles shall be embedded into bedrock a minimum of 10 feet or 1/3 the pile length, whichever is greater, and grouted with Class B 3 KSI concrete from bottom of hole to bottom of lagging.
- 3.4.3 An HP6x28 steel waler shall be installed 2 FT. below the top of the piles.
- 3.4.4 All piles and walers shall be A572 Grade 50 steel.
- 3.4.5 The piles shall be painted gray with BAR-RUST 231 (or equal), a multi-purpose epoxy mastic.
- 3.4.6 **Measurement and Payment:** Materials, drilling, pile installation, grouting and other items incidental to proper construction of the piling wall will be measured and paid on a unit-basis LF for Item 3.4 – PREDRILLED SOLDIER PILES HP12X53

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3.5 HP6x28 Steel Waler: This work includes but is not limited to the installation of a steel waler beam used to help maintain the alignment of the retaining walls during construction.

- 3.5.1** Waler shall be installed 2 FT. below the tops of piles and should follow the alignment of the retaining walls.
- 3.5.2** Waler shall be continuous in the case of walls with linear geometry but shall be cut in chord sections to facilitate curvature when installed on curved walls.
- 3.5.3** The waler shall be painted to match the wall piles with BAR-RUST 231 (or equal), a multi-purpose epoxy mastic
- 3.5.4 Measurement & Payment:** Materials, installation, and other items incidental to proper construction of the waler will be measured and paid on a unit-basis LF for Item 3.5 – HP 6x28 STEEL WALER

3.6 8x24x69 inch Lagging: This work includes but is not limited to construction and installation of concrete lagging used to contain the drainage layer for the drilled piling walls.

- 3.6.1** Lagging shall be placed such that elevation differences along the wall are met through uniform vertical graduations between bays. These vertical graduations are to be approved by the City.
- 3.6.2** Number 57 limestone shall be placed behind the concrete lagging.
- 3.6.3** Lagging for all walls is assumed to extend ten (10) feet below the tops of piles unless specified otherwise, a minimum of 1 (one) panel shall be buried.
- 3.6.4** Lagging should be pre-cast.
- 3.6.5** All lagging shall overlap the flange of the piling a minimum of 3 inches.
- 3.6.6** Concrete lagging shall be a minimum of 8-inches thick and have a minimum 28-day compressive strength of 4,000 psi.
- 3.6.7** Lagging panels shall be 2 feet high.
- 3.6.8** Concrete for lagging shall contain aggregate with a maximum size of 1-1/2 inches. Grade 60 reinforcing steel shall be placed as follows:
 - 3.6.8.1** Horizontal: No. 5 bars at 12-inches on-center (12-inch minimum splices)
 - 3.6.8.2** Vertical: No. 3 bars at 18-inches on-center (9-inch minimum splices)
- 3.6.9** Drainage material meeting the requirements of No. 57 limestone shall be placed and compacted behind the wall.
 - 3.6.9.1** Drainage material shall be a minimum of 2 feet wide and wrapped in filter fabric.

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3.6.9.2 Drainage material shall be capped with a minimum of 12 inches of cohesive soil to minimize water infiltration.

3.6.10 Compacted site soil shall be placed below the drainage layer with 4-inch PVC underdrain installed.

3.6.11 Measurement & Payment: Materials, installation, drainage layer, PVC, filter fabric and other items incidental to proper construction of the lagging will be measured and paid on a unit-basis EA for Item 3.6 8x24x69 inch LAGGING.

4. Allowances: This section specifies procedures for Allowances which shall be included in the contract price. Allowances have been established to accommodate for, at a later date, the actual cost of unanticipated work, which the exact quantity cannot be determined at the time of bidding and to defer the selection of actual materials, labor and equipment.

4.1 Utilization of Allowances will not be allowed without prior approval of the City.

4.2 Unanticipated work will be accounted for by unit bid prices, an agreed upon lump sum or the actual cost of labor, materials, rental and/or other applicable costs.

4.3 The Contractor shall submit invoices, or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

4.4 The Contractor shall submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

4.5 Allowances will be paid in an agreed upon manner with the contractor. If there are no unanticipated works, then the Allowances will not be utilized or paid.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the City with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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5.2 Pricing Page: Vendor should complete the Pricing Page to provide to the City in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PAYMENT: Vendor shall accept payment in accordance with the payment procedures of the City of Charleston, WV.

7. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed.

6.2 Late Delivery: The City must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the City will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

6.3 Delivery Payment/Risk of Loss: If delivery of contract items is required, Vendor shall deliver the Contract Items F.O.B. destination to the location.

6.4 Return of Unacceptable Items: If the City deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor should either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the City to arrange for the return and reimburse the City for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the City with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the City's location. The returned product shall either be replaced, or the City shall receive a full credit or refund for the purchase price, at the City's discretion.

6.5 Return Due to City Error: Items ordered in error by the City will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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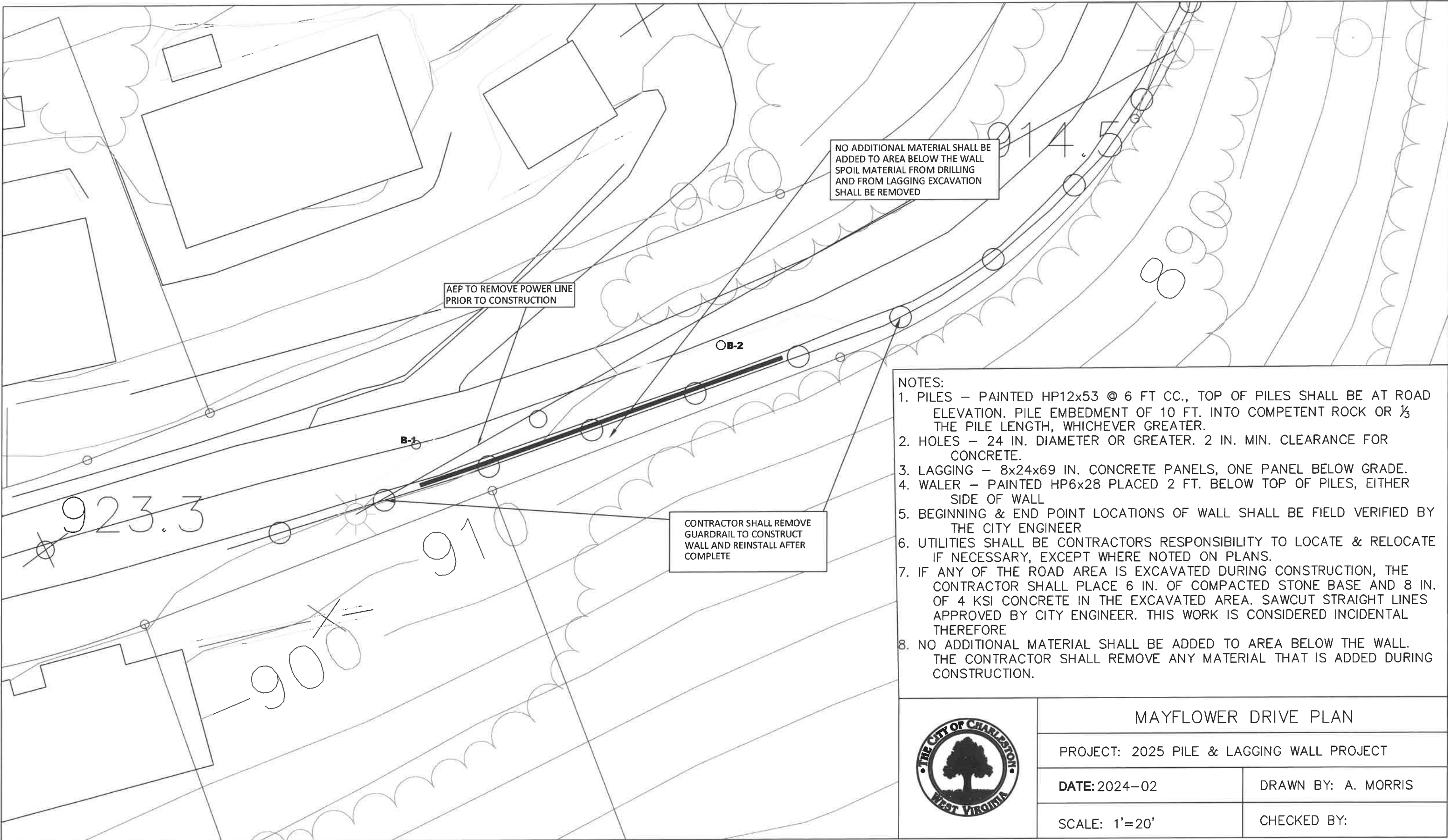
7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to City upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.



MAYFLOWER DRIVE PLAN

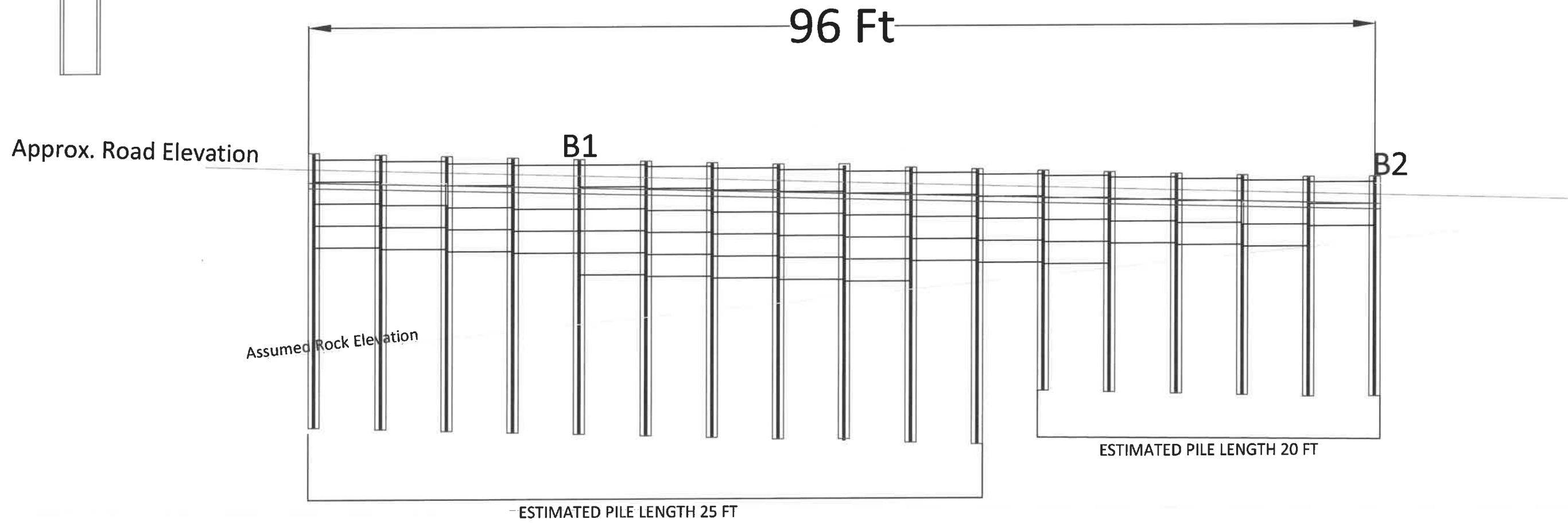
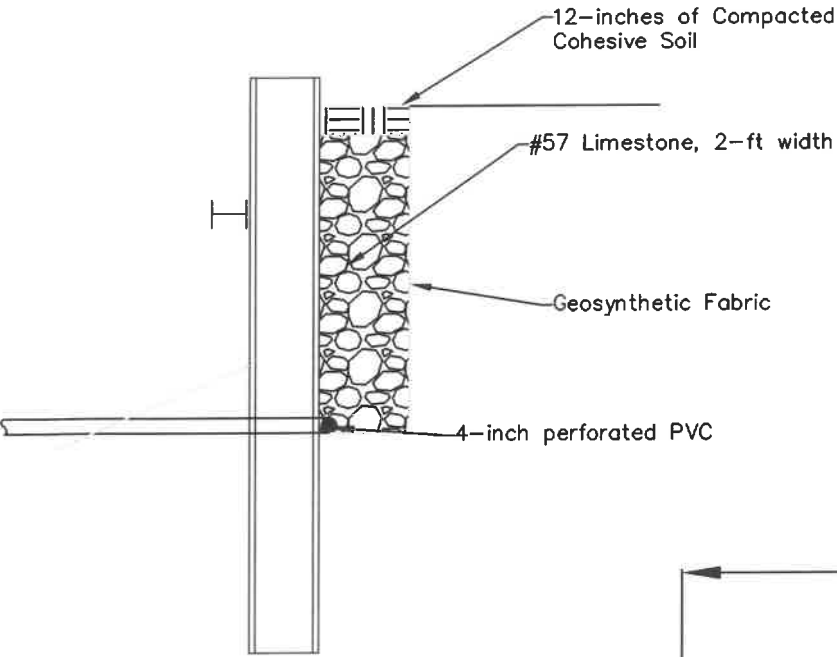
PROJECT: 2025 PILE & LAGGING WALL PROJECT

DATE: 2024-02

DRAWN BY: A. MORRIS

SCALE: 1'=20'

CHECKED BY:



MAYFLOWER DR. ELEVATION

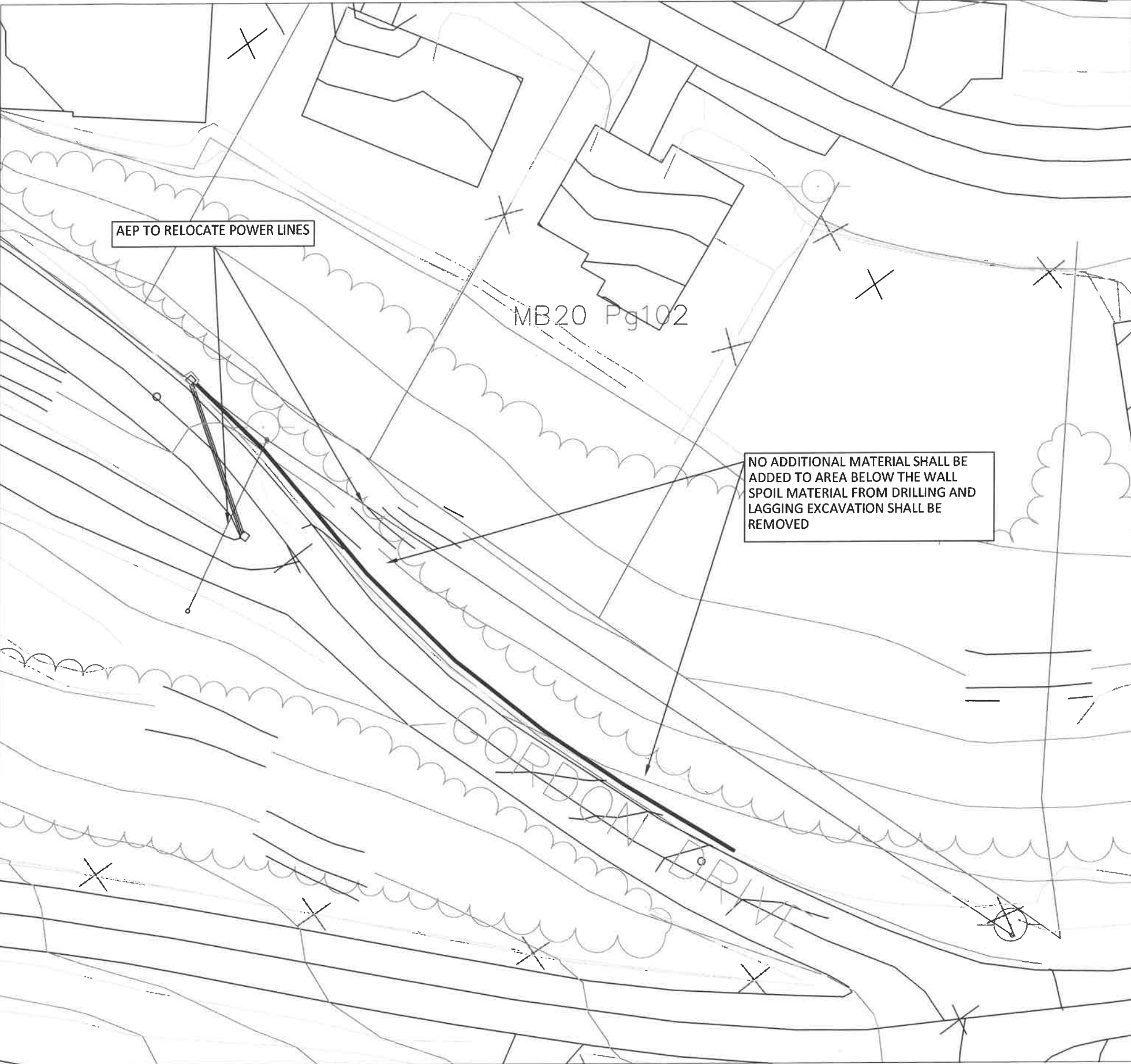
PROJECT: 2025 PILE & LAGGING WALL PROJECT

DATE: MARCH 2025


DRAWN BY: A. MORRIS

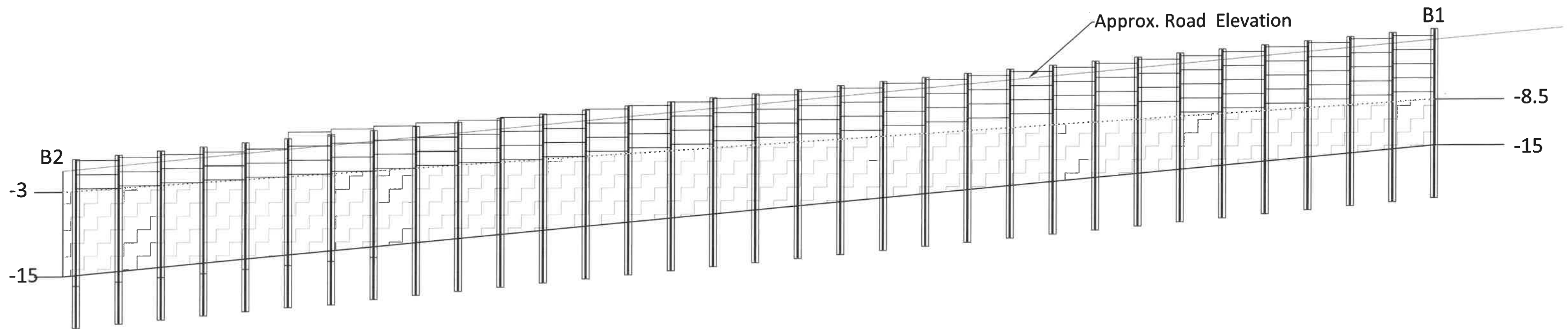
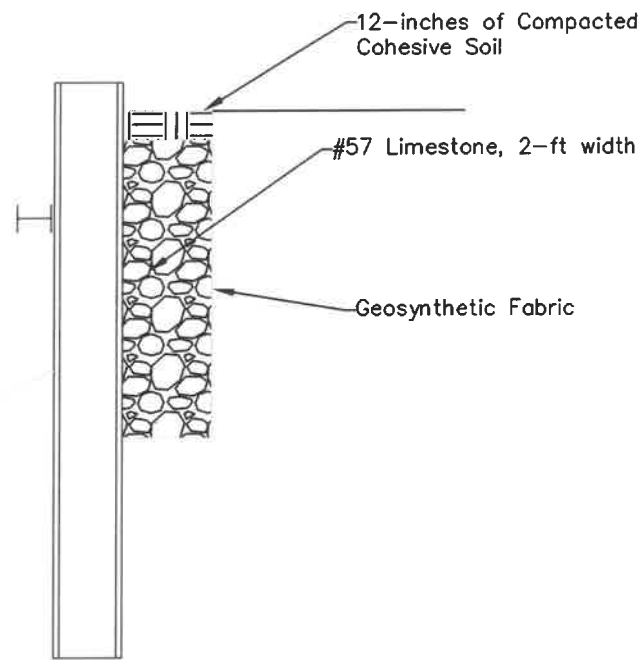
SCALE: 1' = 10'

CHECKED BY:



- NOTES:
1. PILES – PAINTED HP10x42 @ 6 FT CC., TOP OF PILES SHALL BE AT ROAD ELEVATION. PILE EMBEDMENT OF 10 FT. INTO COMPETENT ROCK OR $\frac{1}{3}$ THE PILE LENGTH, WHICHEVER GREATER.
 2. HOLES – 24 IN. DIAMETER OR GREATER. 2 IN. MIN. CLEARANCE FOR CONCRETE.
 3. LAGGING – 8x24x69 IN. CONCRETE PANELS, ONE PANEL BELOW GRADE.
 4. WALER – PAINTED HP6x28 PLACED 2 FT. BELOW TOP OF PILES, EITHER SIDE OF WALL
 5. BEGINNING & END POINT LOCATIONS OF WALL SHALL BE FIELD VERIFIED BY THE CITY ENGINEER
 6. UTILITIES SHALL BE CONTRACTORS RESPONSIBILITY TO LOCATE & RELOCATE IF NECESSARY, EXCEPT WHERE NOTED ON PLANS.
 7. IF ANY OF THE ROAD AREA IS EXCAVATED DURING CONSTRUCTION, THE CONTRACTOR SHALL PLACE 6 IN. OF COMPACTED STONE BASE AND 8 IN. OF 4 KSI CONCRETE IN THE EXCAVATED AREA. SAWCUT STRAIGHT LINES APPROVED BY CITY ENGINEER. THIS WORK IS CONSIDERED INCIDENTAL THEREFORE
 8. NO ADDITIONAL MATERIAL SHALL BE ADDED TO AREA BELOW THE WALL. THE CONTRACTOR SHALL REMOVE ANY MATERIAL THAT IS ADDED DURING CONSTRUCTION.

	GORDON DRIVE PLAN	
	PROJECT: 2025 PILE & LAGGING WALL PROJECT	
DATE: 2024-02	DRAWN BY: A. MORRIS	
SCALE: 1'=30'	CHECKED BY:	



GORDON DR. ELEVATION

PROJECT: 2025 PILE & LAGGING WALL PROJECT

DATE: MARCH 2025

DRAWN BY: A. MORRIS

SCALE:

CHECKED BY:

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EXCEPTIONS AND DEVIATIONS

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

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PRICING PAGE

We agree to sell and perform for the City of Charleston the above project as described in the attached specifications for the price listed below:

Description	Unit	Quantity	Unit Cost	Item Total
Item 3.2 – Mobilization (5% Max.)	LS	1		
Item 3.3 – Predrilled Soldier Piles HP10x42	LF	792		
Item 3.4 – Predrilled Soldier Piles HP12x53	LF	395		
Item 3.5 – HP6x28 Steel Waler	LF	295		
Item 3.6- 8x24x69 inch Lagging	EA	165		
Item 4 - Allowances		1	\$20,000	\$20,000
			BASE BID	
			TOTAL:	

All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only; the City of Charleston will only pay for actual quantities installed.



City of Charleston, WV

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

Address:	City Engineering Office
	114 Dickinson Street
	Charleston, WV 25301
Date:	Thursday, March 20, 2025
Time:	10:00am

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the City of Charleston, WV.



An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the City of Charleston's Purchasing Director. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number and name in the subject line.

QUESTION SUBMISSION DEADLINE:	Friday, March 21, 2025
TIME:	10:30am



Submit Questions to:

Purchasing Director
City of Charleston, WV
501 Virginia Street East, Room 101 Charleston, WV 25301
Email: bids@cityofcharleston.org

4. BID SUBMISSION: Electronic bid submission through BidExpress is preferred, however, paper bids will be accepted either by hand delivery or mail. Emailed bids will **not** be accepted. Regardless of delivery method, bids must be **received** by the City on or before the date and time of the bid opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason.

BID OPENING DATE:	Wednesday, April 2, 2025
BID OPENING TIME:	2:00pm

Submit bids to:

Electronic Bids to BidExpress:	https://www.bidexpress.com
Paper Bids Submitted to:	Purchasing Director City of Charleston 501 Virginia Street East, Room 101 Charleston, WV 25301

5. PAPER BID DOCUMENTS: Each paper bid must be submitted in a sealed envelope with the following information marked on the outside:

1. Vendor Name
2. Vendor Address
3. Solicitation Number and Name



4. BID OPENING DATE
5. BID OPENING TIME

6. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the City. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum

Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge the addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

7. **BID FORMATTING:** Vendor should type or electronically enter the information onto its pricing page to prevent errors in the evaluation. Failure to type or electronically enter the information may result in disqualification.
8. **ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the City at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
9. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
10. **LOCAL VENDOR PREFERENCE:** A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. The vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an



affidavit confirming that it has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City and has had an active and current business

and occupation tax account with the City Collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

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

11. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

12. BUSINESS & OCCUPATION TAX: The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities. Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they:

1. Lease tangible personal property to lessees in Charleston
2. Perform construction or installation contracts in Charleston
3. Render services in Charleston.
4. Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

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



13. NON-RESPONSIBLE: The City reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148- 1-5.3, when the City determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The City may accept or reject any bid in whole, or in part, and may make partial awards if appropriate and necessary based on unit price.

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§5-22-1 et seq., 5G-1- 1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



Solicitation 2025-11 Pile and Lagging Retaining Walls

GENERAL TERMS AND CONDITIONS

Solicitation: 2025-11 Pile and Lagging Retaining Wall Project

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the City of Charleston, WV constitutes acceptance by the City of this Contract made by and between the City of Charleston and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "City" means the City of Charleston, WV that is identified on the first page of the Solicitation seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the City and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Solicitation" means the official notice of an opportunity to supply the City with goods or services that is published by the City.

2.5. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

[] Term Contract Initial Contract Term: The Initial Contract Term will be for a period of _____. Renewal Term: This Contract may be renewed upon the mutual written consent of the City and the Vendor. All requests



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for renewal must be submitted in writing thirty (30) days prior to the expiration date of the initial contract term or an appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Delivery Order Limitations: If this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation.

☐ Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and City.

☐ One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☒ Construction/Project: This Contract becomes effective on the effective start date listed on the first page of this Contract and continues until the project for which the vendor is awarded is complete.

☐ Other: Contract Term specified in _____ .



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4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the City. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the City. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and City.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The City may authorize a purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the City, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the City from fulfilling its obligations under a One-Time Purchase contract.



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7. REQUIRED DOCUMENTS: In addition to any requirements under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the City. The request may be prior to or after contract award at the City's sole discretion. All of the items checked in this section must be provided to the City by the Vendor as specified:

☒ **LICENSE(S) :** WV CONTRACTORS LICENSE

☐ **CERTIFICATION (S)**

☒ **PERMIT(S)** CITY OF CHARLESTON BUILDING PERMIT

☐

☐

☒ The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the City with proof that the insurance mandated herein has been continued. Vendor must also provide the City with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section. Vendor must maintain:

☒ Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

☐ Automobile Liability Insurance in at least an amount of: _____ per occurrence.

☐ Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.



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☐ Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

☐ Cyber Liability Insurance in an amount of: _____ per occurrence.

☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

☐ Pollution Insurance in an amount of: _____ per occurrence.

☐ Aircraft Liability in an amount of: _____ per occurrence.

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the City's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

10. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the City that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the City. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the City in the



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Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the City and invoice at the lower of the contract price or the publicly advertised sale price.

12. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.

13. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The City is exempt from federal and state taxes and will not pay or reimburse such taxes.

14. ADDITIONAL FEES, INTEREST: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the City, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. CANCELLATION: The City reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

16. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

17. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

17.1 SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.



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18. DISPUTE RESOLUTION, JURISDICTION AND VENUE: Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.

19. MODIFICATIONS: This writing is the party's final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the City and the Vendor. Any change to existing contracts that adds to work or changes contract cost, and were not included in the original contract, must be approved by the City.

20. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

21. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the City such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

22. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the City.

23. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other



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description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

24. CITY EMPLOYEES: City employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

25. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the City, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the City's policies, procedures, and rules.

26. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

27. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City to verify that the Vendor is licensed and in good standing with the above entities.

27.1 SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state



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and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

28. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from the City, the Vendor agrees to convey, sell, assign, or transfer to the City 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 price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the City. Such an assignment shall be made and become effective at the time the City tenders the initial payment to Vendor.

29. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the City.

30. VENDOR RELATIONSHIP: The relationship of the Vendor to the City shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the City for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the City, and shall provide the City with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

31. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the City, their officers, and employees from and against: (1) Any claims or losses for services



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rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe Local, State and Federal laws including, but not limited to, labor and wage and hour laws.

32. NO DEBT CERTIFICATION: The City is prohibited from awarding a contract to any bidder that owes a debt to the City. By submitting a bid, or entering into a contract with the City, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the City (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

33. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the City.

34. REPORTS: Vendor shall provide the City with the following reports identified by a box checked below:

☒ [x] Such reports as the City may request.

☐ [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

35. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the City, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

36. GOVERNING LAW: The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the City of



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Charleston and State of West Virginia. This provision replaces any references to any other State's governing law.



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ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: As of June 15, 2021, West Virginia Code § 21-11-2, and § 30-42-2, require that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the City prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the City prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the City prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the City checkmark, the required bonds above does not relieve the vendor from the legal requirement of providing these bonds. In lieu of the Bid Bond, the Vendor may provide certified checks or cashier's checks. Any certified check or cashier's check in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.



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3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the City shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts, the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract.

4.1 The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests



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(3) The average number of employees in connection with the construction on the public improvement

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests

(A) Pre-employment and new hires

(B) Reasonable suspicion

(C) Postaccident

(D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts, the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the City will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The City will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the City within one business day of the opening of



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bids for review. If the apparent low bidder fails to submit the subcontractor list, the City shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the City's request for the subcontractor list.

7.1 Required Information. The subcontractor list must contain the following information:

1. Bidder's name
2. Name of each subcontractor performing more than \$25,000 of work on the project.
3. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.
4. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

7.2. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

7.3. Substitution of Subcontractor: Written approval must be obtained from the City before any subcontractor substitution is permitted.

7.3.1 Substitutions are not permitted unless:

1. The subcontractor listed in the original bid has filed for bankruptcy.
2. The subcontractor in the original bid has been debarred or suspended



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- 3.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



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ADDITIONAL TERMS AND CONDITIONS

(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or City shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the City for which the contract is issued to allow the City to make any necessary modifications. The City shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the City at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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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) _____

(Address) _____

(Phone Number) _____

(email address) _____

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) _____

(Signature) _____

(Printed Name and Title) _____

(Date) _____

(Phone Number) _____

(Email 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: _____

Authorized Signature: _____ Date: _____



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

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

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: _____ Bid Opening Date: _____

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 the **Interim City Manager's Office, Attention: Andy Wood 501 Virginia Street East, Room 101; Charleston, WV 25301.**

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

Protests shall include the following information:

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

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

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

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

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay,

professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

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

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

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

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

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

Vendor Signature:*

Date:



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

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

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)



Required Licenses

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

COMPANY NAME:

ADDRESS:

TELEPHONE: _____

WV STATE CONTRACTOR'S LICENSE # _____

EMAIL ADDRESS:

Is your business registered with the Charleston City Collector?

_____ Yes _____ No

If yes, what is your vendor registration number? _____

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary



Construction Projects Handbook

Office of the City Collector
915 Quarrier Street, Suite 4
Charleston, WV 25301
(304)348-8024 | (304)347-1810 fax
Website: www.charlestonwv.gov
Email: constructionprojects@cityofcharleston.org



Office of the City Collector

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)

www.charlestonwv.gov

constructionprojects@cityofcharleston.org

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Appendix:

- (A) Business Registration Application
- (B) Business & Occupation Tax Return and Instructions
- (C) City Service Fee Return and Instructions
- (D) Subcontractor/Supplier/Installation & Service Provider Information Form
- (E) Subcontractor/Supplier/Installation & Service Provider Payment Notification Form
- (F) Example of a Release Letter

INTRODUCTION TO THE CITY OF CHARLESTON MUNICIPAL BUSINESS AND OCCUPATION TAX FOR CONSTRUCTION PROJECTS

Before starting any contracting work in the City of Charleston, all contractors must be registered with the Office of the City Collector ("City Collector"), and be current on all city taxes and fees. The Office of the City Collector is responsible for tracking and collecting all taxes and fees due on any and all construction projects in Charleston. If you are not currently registered with our office, but intend to perform construction work in the city, please complete a *Business Registration Application* and return it to our office.

The purpose of this Project Handbook is to educate individuals performing contracting activities in the City of Charleston of their Business and Occupation ("B&O") Tax responsibilities, as outlined in Chapter 110, Article II of the Code of the City of Charleston. Included in this handbook are pertinent sections of the state and city code regarding B&O taxes as they relate to contracting activities. In addition, we have also included examples of various forms and documents utilized by our office in our continuing effort to monitor and track your project throughout the construction process.

Any construction project with an estimated cost of \$50,000 or more will be monitored and tracked by our Tax Compliance staff. A Tax Compliance Officer will work closely with you throughout the duration of the project. In order to determine the proper amount of taxes and fees due, we will request complete lists of payments you received during the course of the project, as well as any and all payments made to subcontractors, service providers (architects, engineers, etc.), and suppliers, if applicable.

If you employ, utilize, or enter into a separate contract with any subcontractors, you should withhold at least two percent (2%) of the final contract amount from all subcontractors until a release is issued from the Collectors Office certifying that all taxes and fees due, including final payment/retainage, on this project have been reported/paid. Although the final payment/retainage may not have been issued to the subcontractor, the 2% B&O Tax on the final payment/retainage must be paid prior to the issue of an authorization to release funds. Please complete a *Subcontractor/Supplier/Installation & Service Provider Information Form* (see appendix D) for each contractor, supplier, installation & service provider you will be using.

We will make every effort to collect the taxes and fees due from your subcontractors. If they fail to report/pay their taxes and fees, you will be held responsible for their liability. Therefore, it is in your best interest as a general contractor, to make sure that all subcontractors that you hire are made aware of their B&O Tax liability to the City.

In addition to registering with the City Collector, all contractors must register with and obtain a contractor's license from the City Building Department. If you have any questions regarding your contractor license, please contact the Building Department at 348-6833.

The City Collector and Building Department are located in City Service Center at 915 Quarrier Street, Suite 4. Their offices are open daily Monday through Friday, 8 a.m. until 5 p.m., except holidays. Both departments are ready to assist you with any questions you may have regarding your city responsibilities and obligations.

BUSINESS & OCCUPATION TAX OVERIEW

The City of Charleston broadly imposes a Business & Occupation (“B&O”) Privilege Tax upon all persons for the act or privilege of engaging in business activities within the City. The term “business” shall include all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct or indirect. In determining whether a business is engaged in for “direct or indirect economic gain or benefit”, the lack of profit suffered in said activity is not relevant; nor is it material that the business was engaged in without profit as the primary motivation.

B&O Tax is measured by the application of rates against values of products, gross proceeds of sale, or gross income of the business, as the case may be. All persons engaging in business activities in Charleston are subject to the B&O Tax unless specifically exempted by Chapter 110, Article II, Section 110-63 of the Code of the City of Charleston.

Certain occupations and business activities are classified, and the classifications are significant inasmuch as the tax liability varies because of the different rates established for the types of business activities engaged in by the taxpayer. The business activity usually determines the taxable classification, and where different business activities are conducted, the taxpayer is liable for tax under each taxable classification involved. If you are uncertain as to your business activity or how your business should properly calculate the tax, please contact our office.

B&O Tax returns are due within one month following the end of the taxable quarter. Quarterly payments are due in April, July, October and January. Penalty and interest will be applied against any return that is received after these months. If you did not conduct business activity during a particular reporting period, you still **must file a “zero” return.**

BUSINESS & OCCUPATION TAX CONSTRUCTION FREQUENTLY ASKED QUESTIONS (FAQ'S)

Q. WHO IS REQUIRED TO FILE?

A. All persons who are engaged in business within the City of Charleston are required to file B&O Tax returns. Persons domiciled outside the city limits who (a) lease tangible personal property to lessees in the municipality, or **(b) perform construction or installation contracts in the municipality**, or (c) render services to others therein, are doing business in the municipality, irrespective of the domicile of such persons, and irrespective of whether or not such persons maintain a permanent place of business in Charleston.

Construction, Supplier, Installation or Service Contracts in the City of Charleston:

When the business involves a construction, supplier, installation or service contract in the City of Charleston, no deduction from the measure of the tax is permitted, even though the contractor is domiciled outside Charleston, and maintains a place of business outside the municipality.

Construction, Supplier, Installation or Service Contracts Outside the City of Charleston:

When the business involves a construction, supplier, installation or service contract outside the City of Charleston, the tax does not apply to any part of the income derived therefrom, even though the contractor is domiciled in Charleston, and maintains a place of business therein, which may contribute to the contract performed outside the municipality.

Q. I WAS HIRED BY A GENERAL CONTRACTOR ON A PROJECT, AM I STILL REQUIRED TO PAY B&O TAXES ON THIS PROJECT?

A. Yes. You are responsible for B&O Tax on any and all gross receipts you receive for performing contracting activities Charleston. This includes any and all work performed for a general contractor. The revenue received must be reported and the taxes due must be paid to the City in the quarter that the funds are received.

Q. MY BUSINESS IS ALREADY REGISTERED WITH THE STATE OF WEST VIRGINIA. DO I STILL NEED TO REGISTER WITH THE CITY OF CHARLESTON?

A. Yes. The City is a separate and distinct entity from the State of West Virginia.

Q. WHAT IS GROSS INCOME?

A. Gross income means the gross receipts of the taxpayer, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties paid in cash or in kind or otherwise, interest or discount paid or any expense whatsoever.

Q. WHAT IS THE CONTRACTING TAX RATE?

A. Any and all gross receipts from contracting activities are taxed at two percent (2%).

Q. WHEN ARE B&O TAX RETURNS DUE?

A. The returns are due within one month following the end of the taxable quarter. Quarterly payments are due in April, July, October and January. Penalty and interest will be applied against any return that is received after these months.

Q. WHAT ARE THE PENALTY & INTEREST RATES?

A. The tax, if not paid when due, shall bear interest at the rate of 8% per annum from the date the return is due. The penalty shall be 5% for the first month, or fraction thereof, and 1% of the tax for each succeeding month or fraction thereof.

Q. AM I REQUIRED TO FILE EVEN IF I HAD NO INCOME DURING A PERIOD?

A. Yes. If you registered with the City, but have no business activity during a particular reporting period, you still must file a “zero” return.

Q. CAN I USE MY CREDIT OR DEBIT CARD TO PAY THE TAX?

A. Yes. Payments can be made on-line at <https://charlestonwvpayments.com>

Q. IS THERE A FEE FOR PAYING ON LINE?

A. Yes. The City of Charleston utilizes the services of Govolution, a third-party provider to process credit card, branded debit card and ACH payments via this website. Govolution will charge a non-refundable convenience fee per transaction. The convenience fee will vary, depending on the payment type and method of payment. The convenience fee is separate from the primary obligation you are paying and will appear on your statement as a charge to “Govolution”. For a complete list of fees please visit our website: <https://charlestonwvpayments.com/payment-fees>

Q. WHAT IF I OVERPAID THE TAX, CAN I RECEIVE A REFUND?

A. Yes. Any taxpayer claiming to have overpaid any tax, interest, or penalty shall file a claim in writing to the City Collector within three years after the due date of the return or within two years from the date the tax was paid, whichever such period expires the later, or if no return was filed by the taxpayer, within two years from the time the tax was paid.

Q. WHAT IF I UNDERPAY OR FAIL TO PAY THE TAX?

A. If you underpay or fail to pay the tax, the City Collector may, at any time, issue an assessment. Upon receiving an assessment, you have thirty (30) days to: (1) remit the assessment balance due, or (2) contest the assessment and file a Petition for Reassessment, either in person or via certified mail. If you fail to comply with either number (1) or (2) above, the assessment will become final and conclusive, and a lien will be filed against you.

STATE OF WEST VIRGINIA CODE
FOR
CONSTRUCTION PROJECTS

WEST VIRGINIA CODE: TITLE 110, SERIES 26

Title 110-26-2	Imposition of privilege tax
Title 110-26-11	Doing business within and without the municipality
Title 110-26-1a.20	Definitions
Title 110-26-2e	Contracting

West Virginia Code Title 110-26-2. IMPOSITION OF PRIVILEGE TAX

2.1 The municipal business and occupation tax is a tax imposed upon persons for the act of privilege of engaging in business activities. The tax is measured by the application of rates against values of products, gross proceeds of sale or gross income of the business, as the case may be.

2.1.1 All persons engaging in business activities in a municipality which has ordinances providing for a municipal business and occupation tax pursuant to the authority granted by the Legislature in W.Va. Code §8-13-5 are subject to the municipal business and occupation tax unless specifically exempted by statute or by these rules and regulations.

2.1.2 Certain occupations and business activities are classified, and the classifications are significant inasmuch as the tax liability varies because of the different rates established for the types of business activities engaged in by the taxpayer. The business activity usually determines the taxable classification, and where different business activities are conducted, the taxpayer is liable for tax under each taxable classification involved.

West Virginia Code Title 110-26-11. DOING BUSINESS WITHIN AND WITHOUT THE MUNICIPALITY

11.1 Persons domiciled outside a municipality who (a) lease tangible personal property to lessees in the municipality, or (b) perform construction or installation contracts in the municipality, or (c) render services to others therein, are doing business in the municipality irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality.

11.2 Persons domiciled outside a municipality who sell tangible personal property to persons in the municipality, may be doing business in the municipality, irrespective of the domicile of such persons and irrespective of whether or not such persons maintain a permanent place of business in the municipality.

11.3 Persons domiciled in and having a place of business in a municipality, who (a) sell or lease personal property to buyers or lessees outside the municipality, or (b) perform construction or installation contracts outside the municipality, or (c) render services to others outside the municipality, are doing business both within and without the municipality. Whether or not such persons are subject to municipal business and occupation tax under the law depends upon the kind of business and the manner in which it is transacted. The following general principles govern in determining tax liability under the municipal business and occupation tax.

11.3.1 When the business involves a construction or installation contract in the municipality, no deduction from the measure of the tax is permitted, even though the contractor is domiciled outside the municipality and maintains a place of business outside the municipality which may contribute to the contract performed in the municipality.

11.3.2 When the business involves a construction or installation contract outside the municipality, the tax does not apply to any part of the income derived therefrom (except such part of the income as may be applicable to the manufacturer in the municipality by the contractor or articles used or incorporated in such construction or installation), even though the contractor is domiciled in the municipality and maintains a place of business therein which may contribute to the contract performed outside the municipality.

CODE OF THE CITY OF CHARLESTON

BUSINESS & OCCUPATION PRIVILEGE TAX

CODE OF THE CITY OF CHARLESTON: SECTION 110

Section 110-63	Computation of tax; quarterly payments; exemptions; return and remittance: extensions of time/payment plans: records, statements and investigations
Section 110-35	Revocation of Licenses and Permits
Section 110-145	Interests and penalties
Section 110-148	Final settlement with contractors; user personally liable.

Code of the City of Charleston Section 110-31. DEFINITIONS

Gross income means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the tangible property (real or personal) or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including rentals, royalties, fees, reimbursed costs or expenses or other emoluments, however designated, and including all interest, carrying charges, fees or other like income, however denominated, derived by the taxpayer from repetitive carrying of accounts, in the regular course and conduct of his business, and extension of credit in connection with the sale of any tangible personal property or service, and without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties paid in cash or in kind or otherwise, interest or discount paid or any other expense whatsoever. "Gross income" of a banking or financial business is specified in section 110-60.

Contracting means to include the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property.

Prime contractor means a person engaged in the business of performing for others, contracts for the construction, repairing, decorating or improving of new or existing buildings or other structures under, upon or above real property either for the work or for a specific portion thereof. The terms "prime contractor" and "subcontractor" include, but are not limited to, persons performing labor and services in respect to the moving of earth or clearing of land, razing or moving existing buildings or structures even though such services may not be done in connection with a contract involving the constructing, repairing, or altering of a new or existing building or structure.

Subcontractor means a person engaged in the business of performing a like or similar service for persons other than consumers, either for the entire work or for a specific portion thereof.

Buildings or structures means and includes, but is not limited to, everything artificially built up or composed of parts joined together in some definite manner and attached to real property. It includes not only buildings in the general and ordinary sense, but also tanks, fences, conduits, culverts, railroad tracks, overhead and underground transmission systems, tunnels, monuments,

retaining walls, bridges, trestles, parking lots and pavement for foot or vehicular traffic. *Contracting, repairing, decorating or improving* means of a new part of an existing building or structure or any part thereof, in addition to its ordinary meaning includes, but is not limited to, the installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of such installation.

Code of the City of Charleston Section 110-56. BUSINESS OF CONTRACTING

(a) Upon every person engaging or continuing within the city in the business of contracting, the tax shall be equal to two percent of the gross income of the business. A person performing any contracting activity shall report his/her gross income therefrom under the contracting classification of the municipal business and occupation tax return and shall receive no deduction from gross income on the account of any expenses incurred. All income derived from said activity shall be reported under the contracting classification, and the form of contract entered into by the parties shall not be determinative of taxable classification.

(b) Form of contract. Persons engaged in the contracting business shall report the entire gross income under the contracting classification, regardless of whether the contract is a turnkey contract, lump sum contract, per unit contract, cost plus fixed fee contract, or other contract having a similar basis. Gross income received from a contracting activity must be reported under the contracting classification and the manner of performance, basis of determining cost, fee or income or form of contract shall not alter the definition of contractor or of contracting and shall not change the taxability of such income from the contracting classification to another classification. A contracting activity remains a contracting activity regardless of what the parties may name it and regardless of the manner in which the parties may make payment and perform work.

(c) Costs. The measure of the tax under the contracting classification is gross income and includes all items of cost where the contractor has incurred liability. The cost of materials and labor can only be exempted from the measure of the tax in those cases where the contractor is not liable to vendors or workmen for payment. In those cases where the contractor contends that he/she has not incurred a municipal business and occupation tax liability because he/she acted solely as an agent for the owner, the burden of proving alleged principal-agency relationship shall be upon the contractor.

(d) Separate contracts for labor and materials. In cases where the contractor enters into a separate contract for the furnishing of materials by the contractor and a separate contract for erection of such materials by the contractor, the gross income from both contracts is taxable under the contracting classification, unless it can be provided by the contractor that passage of title of the materials was not dependent upon the erection of the materials by the contractor and that the sale of such materials is, in fact, a separate and distinct transaction, taxable under the municipal business and occupation tax law, as a retail or wholesale sale, as the case may be. The contract to furnish materials shall not be considered a separate and distinct transaction from the contract to erect the same, unless it is established by the contractor to be a complete arm's length transaction with no dependency existing between the contract for materials and the contract for erection. The burden of proving any alleged arm's length transaction shall be upon the contractor.

(e) Separate purchase orders. A separate purchase order for the furnishing of work or labor and a separate purchase order for the furnishing of materials which constitutes the contract(s) between the parties shall be treated in the same manner as set forth in the paragraph above.

(f) Prime and subcontractors. A prime contractor, one who furnishes work or both materials and work under a written or oral contract, for the construction, alteration, repair, decoration or improvement of a new or existing building or structure or any part thereof, or for the alteration,

improvement or development of realty, must report his/her gross income under the contracting classification without any deduction on account of any expenses incurred. If the prime contractor executes a contract with another for a portion of the job or project, the prime contractor receives no deduction from gross income on account of any payment made to the subcontractor. The subcontractor will also be taxed on his/her gross income under the contracting classification.

(g) Contract entered into with government. Gross income received by a person for contracting activities performed for the State of West Virginia, the federal government or any of their instrumentalities, agencies, boards, commissions or political subdivisions, etc., or performed for nonprofit organizations is taxable and shall be reported under the contracting classification. The fact that the owner is a governmental unit or a non-profit organization does not relieve the contractor, subcontractor, supplier or any other person from liability for municipal business and occupation tax on the full amount of gross income.

Code of the City of Charleston Section 110-63. EXEMPTIONS

(a) The provisions of this article shall not apply to:

(1) Insurance companies which pay the state a tax upon premiums; provided, that such exemption shall not extend to that part of gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in the city, whether such income is in the form of rentals or royalties;

(2) Nonprofit cemetery companies organized and operated for the exclusive benefit of their members;

(3) Fraternal societies, organizations and associations organized and operated for the exclusive benefit of their members and not for profit; provided, that this exemption shall not extend to that part of gross income arising from the sale of alcoholic liquor, food and related services of such fraternal societies, organizations and associations which are licensed as private clubs under the provisions of W. Va. Code Ch. 60, Art. 7;

(4) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes;

(5) Production credit associations, organized under the provisions of the federal Farm Credit Act of 1933; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Ch. 19, Art. 4;

(6) Any credit union organized under the provisions of Chapter 31 or any other chapter of the Code of West Virginia; provided, that the exemptions of this section shall not apply to corporations or cooperative associations organized under the provisions of W. Va. Ch. 19, Art. 4;

(7) Gross income derived from advertising service rendered in the business of radio and television broadcasting;

(8) The gross income or gross proceeds of sale of a gasification or liquefaction of coal project in the demonstration, pilot or research states; provided, that prior to the commencement of operation of any such project, the tax commissioner of the state shall have first certified the project as eligible for such exemption; provided, further, that such exemption shall expire seven years from the date the project first receives gross income or gross proceeds from sales; and

(9) The gross income or gross proceeds of sale derived from sales or services by an itinerant vendor or a street vendor in cases where no itinerant vendor license or street vendor license is required by City Code Sections 18-613 or 18-1033.

(b) An organization is "charitable" for purposes of (4) above it satisfies both of the following criteria: (1) it is exempt from Federal Tax, under 26 U.S.C. § 501(c)(3), and (2) its purposes include relief of poverty, advancement of education, advancement of religion, promotion of health, governmental or municipal purposes, or other purposes that are beneficial to the community.

Code of the City of Charleston Section 110-81. TAX CUMULATIVE

(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the privilege tax, may exercise the privilege for the current tax year upon the condition that he shall pay the tax accruing under this article.

(b) Computation of tax.

(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by Section 110-82 of the amount of the tax to the office of the city collector. When the total tax for which any person is liable under this article does not exceed the sum of \$200.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector, at the end of the month next following the close of the tax year.

(2) The city collector, if he deems it necessary, based upon past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to insure payment of the taxes levied hereunder, may require return and payment under this section for other than quarterly periods. Furthermore, if the city collector deems it necessary to insure payment of the business and occupation tax, he may require a deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise payable. The amount of the deposit shall be determined and/or based upon the taxpayer's projected gross income or gross proceeds of sale for the applicable tax period. This deposit shall be paid to the office of the city collector, at a date and time, and in a manner determined by the city collector.

(3) Every contractor whose principal business location is outside of the city, shall register with the city collector prior to engaging in the performance of a contract in this city, and the city collector, if he deems it necessary, based on the past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to insure payment of the taxes levied hereunder, may also require the following:

(a) At the time of registration, each contractor shall deposit with the city collector six percent of the amount the contractor is to receive for the performance of the contract, which sum shall be held within a contractor's use tax fund pending the completion of the contract.

(b) In lieu of the six percent deposit, each contractor may request the approval of the city collector to provide, in the alternative, a corporate surety bond to be approved by the city collector as to form, sufficiency, value, amount, stability, and other features necessary to provide a guarantee of payment of the tax due the city.

Code of the City of Charleston Section 110-82. RETURN AND REMITTANCE; TAX YEAR

(a) On or before 31 days after the end of the tax year, each person liable for the payment of a tax under Section 110-51 shall make a fourth quarter return, showing the gross proceeds of sale or gross income of business, trade, calling or activity, computing the amount of tax chargeable against him in accordance with the provisions of this article and transmit with his report a remittance in the sum required by this section, covering the remainder of the tax chargeable against him, in the office of the city collector. Such returns shall be verified by the oath of the taxpayer, if made by an individual, or by the oath of the president, vice president, secretary or

treasurer of a corporation, if made on behalf of the corporation. If made on behalf of a partnership, joint venture, association, trust or any other group or combination acting as a unit, any individual delegated by such firm, group or unit shall take the oath on behalf of the taxpayer.

(b) The assessment of taxes herein made and the returns required therefore shall be for the year ending December 31. If the taxpayer, in exercising a privilege taxable under this article, keeps the books reflecting the same on the basis other than the calendar year, he may with the written consent of the city collector, make his annual returns and pay taxes for the year covering his accounting period, as shown by the method of keeping his books.

(c) All remittances of taxes imposed by this article shall be made to the city collector, in lawful money of the United States or by bank draft, certified check, cashier's check, money order or certificate of deposit, who shall pay the money into the city treasury, to be kept and accounted for as provided by law.

Code of the City of Charleston Section 110-83. EXTENSIONS OF TIME; PAYMENT PLANS

(a) The city collector, upon approval from city manager, may grant a reasonable extension of time for payment of tax or any installment, or for filing the fourth quarter return or quarterly return required pursuant to this article, on such terms and conditions that he may require. No such extensions shall exceed six months.

(b) The city collector, upon approval from city manager, may extend the time for payment of an amount determined as a deficiency for a period not to exceed 12 months from the date designated for payment of the deficiency. An extension of this time may be granted only where it is clearly established to the satisfaction of the city collector that the payment of a deficiency upon the date designated for payment would result in undue hardship.

(c) If any extension of time is granted for payment of any tax or deficiency, the city collector may require the taxpayer to furnish a bond or other security, in an amount not exceeding twice the amount for which the extension of time for payment is.

Code of the City of Charleston Section 110-84. RECORDS, STATEMENTS AND INVESTIGATIONS

(a) For the purpose of ascertaining the correctness of a tax return or an assessment for the purpose of making an estimate of any taxpayer's liability for the tax administered under this article, the city collector shall have the power to examine or cause to be examined, by any agent or representative designated by the city collector, any books, papers, records, memoranda or other documents bearing upon the matters required to be included in the return and may require the attendance of the person rendering the return or the attendance of any other person having knowledge of the matters contained therein. In connection therewith, the city collector may take testimony and shall have the power to administer an oath to such person.

(b) The city collector may prescribe rules and regulations as to the keeping of records, the content and form of returns and the filing of copies of city business and occupation tax returns and determinations. The city collector may require any person, by notice served upon such person, to make such returns and keep such records as the city collector may deem sufficient to show whether or not such person is liable under this article for such tax.

Code of the City of Charleston Section 110-35. REVOCATION OF LICENSES AND PERMITS

(a) The city collector has the authority to revoke any and all licenses and permits issued by the

city in the event a licensee/permittee fails to file any city tax return or fails to pay any delinquent taxes, fees or any interest or penalty thereon due and owing to the city. The city collector has the authority to deny and prevent any and all licenses and permit privileges to those persons who are delinquent in paying taxes, fees or any interest or penalty thereon due and owing the city.

(b) In the event of revocation, the city collector will provide written notice to the licensee/permittee at least five days prior to the contemplated revocation and such notice shall be served by certified mail. The notice shall indicate the time and the place of the revocation review meeting, the general grounds of said contemplated revocation, and shall advise the licensee/permittee of his/her rights to appear at said hearing in person and represented by legal counsel, and to be heard orally upon the merits of his/her defense. The city collector may request legal advice from the city attorney's office, and adopt such procedures for its decorum and the dispatch of business at such hearings as he/she may regard advisable. The revocation decision of the city collector will be final; provided, that those licensees/permittees who are subject to administrative or judicial appeals, pursuant to Sections 110-113 through 110-115, may utilize these procedures in accordance with the Code, but will not be grounds to delay the revocation process.

(c) Each license or permit that has been revoked pursuant to this section may be re-issued upon payment of all delinquent B&O taxes, fees or any interest or penalty thereon due and owing to the city.

Code of the City of Charleston Section 110-145. INTEREST AND PENALTIES

(a) The tax imposed by this article, if not paid when due, shall bear interest at the rate of at least eight percent per annum from the due date of the return until paid. The city collector may charge an interest rate equal to the adjusted rate charged by commercial banks to large business, in the manner described in W. Va. Code § 11-10-17a.

(b) If any taxpayer fails to make the return or any quarterly installment required by this article, or make his return but fails to remit, in whole or in part, the proper amount of tax, there shall be added to the amount of tax unpaid, from the date such tax should have been paid, a penalty in the amount of five percent of the tax for the first month, or fraction thereof, of delinquency, and one percent of the tax for each succeeding month, or fraction thereof of delinquency provided, that if such failure is due to reasonable cause, the city collector may waive, with final approval from the city manager, in whole or in part, these penalties. Additionally, if the failure to pay is due to fraud or intent to evade any such tax there shall be added an additional penalty of 25 percent of the tax owed, exclusive of penalties.

(c) Interest and penalties may be collected in the same manner as the tax imposed by this article.

Code of the City of Charleston Section 110-148. FINAL SETTLEMENT WITH CONTRACTORS; USER PERSONALLY LIABLE

(a) Any person contracting with a person engaged in a business or service taxed under this article shall withhold payment, in sufficient amount to cover taxes assessed by this article, in the final settlement of such contracts until the receipt of a certificate from the city collector to the effect that all taxes levied and accrued under this article against the contractor have been paid.

(b) If any person shall fail to withhold as provided herein, he shall be personally liable for the payment of all such taxes, and the same shall be recoverable by the city collector by appropriate legal proceedings.

**PROCEDURES FOR
AUTHORIZATION TO RELEASE
FINAL PAYMENT/RETAINAGE**

1. The general/prime contractor is the only one that may request an authorization to release final payment/retainage for their subcontractors.
2. A written request must be submitted to the Office of City Collector containing the following information:
 - a) The final contract amount(s) plus any amount(s) not under contract.
 - b) The date(s) and amount(s) of each payment made to all subcontractors.
 - c) The amount(s) held as final payment/retainage.
3. Upon receiving the aforementioned information from the general contractor, the Office of City Collector will request the following information from each subcontractor:
 - a) The final amount paid to you by the general/prime contractor (final contract amount, final paid to date and final payment/retainage).
 - b) The date(s) and amount(s) of each payment you received from the general/prime contractor, and the quarter the Business and Occupation Tax was reported/paid.
 - c) The names and addresses of any subcontractor(s) utilized, if applicable.

EXAMPLE:

<u>Date Received</u>	<u>Amount Received</u>	<u>Qtr. Reported</u>
1/06/04	\$2,000.00	1/04
6/10/04	\$3,000.00	2/04
Retainage	\$ 500.00	Not Reported

4. After receiving the requested information from the subcontractor(s), the Office of City Collector will send the general/prime contractor a *RELEASE APPROVAL* letter stating **all** B & O taxes have been reported/paid on the project, or a *RELEASE DENIAL* letter stating the tax, penalty and interest due on the project. A copy of this letter will also be sent to the subcontractor.

RTS ACCOUNT #: _____

B&O: Yes / No

CSF: Yes / No

BL: Yes / No

License Fees: _____

Penalty: _____

TOTAL PAID: _____

City Official Use Only

BUSINESS REGISTRATION

City of Charleston
915 Quarrier St., Suite 4
Charleston, WV 25301
Phone: (304)348-8024
Fax: (304)347-1810
www.charlestonwv.gov



IMPORTANT: This is a four-page application. All applicable questions must be answered in order to properly classify business activities. Incomplete forms will delay the processing of your application.

Section I. General Information:

1. Company Name: _____

2. DBA: _____

3. Federal Employer ID/Social Security Number*: _____

4. Physical Address of Business: _____

5. City: _____ 6. State: _____ 7. Zip Code: _____

8. Physical Location Phone Number: _____

9. Contact Name: _____ Contact Email: _____

10. Contact Phone Number: _____ Fax: _____ Mobile: _____

11. Mailing Address: _____

12. City: _____ 13. State: _____ 14. Zip Code: _____

15. Ownership Type:

_____ Proprietorship _____ Partnership _____ Corporation _____ Non-Profit _____ Other
(Include copy of 501(c)(3))

16. Description of Business: _____

17. Date Business Began Operation in Charleston: _____

18. Do you have an employee(s) working out of their home that is located within the city limits of Charleston? Yes / No

If you answered yes to question # 18, please provide a description of the employee(s) job duties including whether or not the job functions generate revenue for the business: _____

RTS ACCOUNT # : _____

City Official Use Only

19. Does this business own the property on which it is located? Yes / No

If not, who is the owner? _____

Owner's address _____

Owner's phone ## _____

20. Does your business contain vending machines? _____ If so, who is the owner and their address?

*****If you answer **YES to Any** of the questions below **complete Pages 1 - 4** of this application*****
If you answer **NO to All** of the questions below only **complete Pages 1 & 2**

21. Do you have a physical location in Charleston? Yes / No

22. Will you set-up a vending booth or bring in a
motorized/non-motorized vending cart or vehicle
in order to sell food or merchandise?: Yes / No

23. Is this a Home Based Business: Yes / No **Home Based Business-** A business that
is operated out of a personal residence.

24. Do you own more than 1 rental unit in the City of Charleston? Yes / No If Yes, how many units: _____

Please attach a sheet listing all rental property that you own in the City of Charleston and indicate for each if the rental is for short term (less than 30 days) or long term.

List all principle officers, proprietors, partners or any individual owning more than 25% of the business:

Name _____ Social Security # _____

Address _____ Telephone # _____

Name _____ Social Security # _____

Address _____ Telephone # _____

Name _____ Social Security # _____

Address _____ Telephone # _____

***Privacy Act Statement**

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party.

Authorized Signature of Business: By signing below, I do hereby certify and declare, under penalty of perjury, that the information furnished in this application is true, complete and accurate to the best of my knowledge.

Signature of Business Owner or Authorized Agent

Date

Title

RTS ACCOUNT # : _____

City Official Use Only

Section II. Business License Category: (Only complete this section if you answered yes to Question #21, #22, #23, or #24)

1. Select the appropriate license(s) for your business in **Part A**. All businesses with a storefront or a physical location within the City of Charleston are required to purchase a General Business License. Sales of beer or liquor require an additional license. If your business intends to sell beer or liquor, you **must** attach a copy of your WV ABCC License. If your business desires to engage in street vending, you **must** obtain a Vendor License and a separate Street Vending Permit.
2. Complete **Part B** in its entirety. If your business intends to sell or serve prepared food, you **must** attach a copy of your Kanawha County Health Permit. If your business desires to purchase gold, silver or other precious metals, jewels or other products, you **must** comply with the requirements of §18-863 of the Charleston Municipal Code to report your purchases to the Charleston Police Department. If your business intends to conduct door-to-door sales or engage in home solicitation, a \$3,000 surety bond **must** be posted for **each** sales representative. If you are an Itinerant Vendor, a \$5,000 surety bond **must** be posted and you must enter into a Hold Harmless Agreement with the City.
3. Sign and date the application in Part C.

Part A:

General Business:

☐ **0. GENERAL BUSINESS (\$20.00)**

Beer - Must attach valid WV ABCC License

- ☐ 1. Distributor (\$250.00)
☐ 2. Dispenser (\$100.00)
☐ 4. Class A Retail (\$100.00)
☐ 5. Class B Retail (\$15.00)

Liquor - Must attach valid WV ABCC License

- ☐ 6. Private Club Less than 1000 members (\$500.00)
☐ 7. Private Club More than 1000 members (\$1,250.00)
☐ 8. Fraternal, Veterans or Non -Profit Social Clubs (375.00)

Street/Itinerant Vendor – (Per calendar year)

- ☐ 9. Street/Itinerant Vendor (\$20.00)

Part B:

- A. Does your business purchase gold, silver or other precious metals, jewels or products? Yes / No
If yes, see City Code §18-863
- B. Does your business sell? Beer: Yes / No Liquor: Yes / No If Yes, you **Must** attach your ABCC license.
- C. Does your business sell or serve prepared food? Yes / No If Yes, you **Must** attach a copy of your Kanawha County Health Permit.
- D. Does your business conduct home solicitations or door-to-door sales? Yes / No
If Yes, you **Must** post a \$3,000 surety bond for **each** sales representative.
- E. Does your business qualify as an itinerant vendor? Yes / No
If Yes, you **Must** enter a Hold Harmless Agreement and post a \$5,000 surety bond.

Part C: Authorized Signature of Business: By signing below, I do hereby certify and declare, under penalty of perjury, that the information furnished in this application is true, complete and accurate to the best of my knowledge.

Signature of Business Owner or Authorized Agent

Date

Title

Section III. Planning/Zoning & Property Certification:

It is the responsibility of each applicant upon an **initial** application for a city business license/registration to first ascertain inspection and approval for occupancy of the premises from the Planning/Zoning, Building and Fire Departments. **The information in the box below is for a new business, an existing business with a new owner, or an existing business in a new location within the City of Charleston.**

*****Do Not Write Inside This Box—For City Official Use Only*****

TO BE COMPLETED BY: ZONING/PLANNING DEPARTMENT

Phone Number: (304)348-8105

1. Was the business location previously occupied? ☐ Yes ☐ No
2. Is the proposed business a continuation of that previous type of business? ☐ Yes ☐ No
3. Has the applicant confirmed the zoning of this location? ☐ Yes ☐ No
4. Does this business conform to the current zoning code? ☐ Yes ☐ No
5. What is the Zoning District of this proposed business: _____
6. Applicable Section of the Zoning Ordinance: _____
7. Has the Planning Office approved the proposed business? ☐ Yes ☐ No

If no, the reasons are as follows: _____

Approved By: _____
Planning Official

Date: _____

TO BE COMPLETED BY: BUILDING DEPARTMENT

PHONE NUMBER: (304)348-6833

Approved By: _____
Building Official

Date: _____

TO BE COMPLETED BY: FIRE DEPARTMENT

PHONE NUMBER: (304)348-8058

Approved By: _____
Fire Department Official

Date: _____



BUSINESS AND OCCUPATION TAX RETURN CITY OF CHARLESTON

P.O. Box 7786

CHARLESTON, WV 25356

Phone: (304)348-8024 Fax: (304)347-1810

Pay online at: www.charlestonwvpayments.com



(Appendix B)

THIS SECTION MUST BE COMPLETED

ACCOUNT #: _____ TAX QUARTER: _____

BUSINESS NAME: _____

ADDRESS: _____

PHONE#: _____

SEE REVERSE
FOR INSTRUCTIONS



Revised 2/2018

COMPUTATION OF QUARTERLY TAX

CLASS CODE	BUSINESS CLASSIFICATION	GROSS AMOUNT	RATE MULTIPLIER	TAX DUE
1	Value of Production of Natural Resources (1%)		0.01	
3	Retailers (1/2 of one percent)		0.005	
4	Wholesalers (15/100 of one percent)		0.0015	
5	Electric Power Companies (4%) <small>(sales & demand charges domestic purposes & commercial lighting)</small>		0.04	
6	Electric Power Companies (3%) <small>(all other sales & demand charges)</small>		0.03	
7	Natural Gas Companies (3%)		0.03	
8	Water Companies (4%)		0.04	
9	All Other Public Utilities (2%)		0.02	
10	Contracting* (2%) <small>(totals from worksheet on back)</small>		0.02	
11	Amusement (1/2 of one percent)		0.005	
12	Service & All Other Business (1%)		0.01	
13	Rents & Royalties (1%)		0.01	
14	Banking & Other Financial Institutions (1%)		0.01	
TOTAL TAX DUE				

*If you are reporting contracting income, you must complete worksheet A on back of form.

☐ PLEASE CHECK BOX IF ADDRESS
HAS CHANGED.

UNDER PENALTIES OF PERJURY, I DECLARE
THAT I HAVE EXAMINED THIS RETURN AND TO
THE BEST OF MY KNOWLEDGE AND BELIEF, IT
IS TRUE, CORRECT AND COMPLETE.

A SERVICE FEE WILL BE CHARGED
FOR ALL RETURNED CHECKS.

THIS RETURN WITH PAYMENT TO COVER TAX DUE MUST BE
RECEIVED WITHIN ONE MONTH FROM END OF PERIOD COVERED.

TYPE OR PRINT NAME AND TITLE OF PREPARER

X

PREPARER'S SIGNATURE AND DATE

SIGNATURE REQUIRED

OFFICE USE ONLY

INSTRUCTIONS

(Appendix B)

1. Determine your Business Classification(s) and corresponding rate(s) from the tax table.
2. Determine your Charleston B&O taxable gross income for each of the classifications and enter it in the appropriate box. (Contracting class instructions are listed below.)
3. Determine your taxes due by multiplying the rate by the taxable income.
(example: \$10,000 in gross taxable income times a service rate of 1.00% or .01 equals a B&O tax due of \$100). **Failure to complete this form in its entirety and/or enclose your remittance will result in your return being sent back to you.**
4. **Sign the return. THIS RETURN IS INVALID UNLESS IT IS SIGNED.**
5. If your name and/or address printed on the form is incorrect, please mark through the incorrect information and write the correct information in the open space.
6. **If your business or rental property has been closed or sold, please send a written statement detailing the status of the business, the date of the change, and requesting the account be closed or put on our inactive list.**
7. If your return is received after the due date, you will be sent a letter for penalties and interest due.
8. Please make checks payable to: City of Charleston
9. Mail payments and/or correspondence to: City Collectors Office, P.O. Box 7786, Charleston, WV 25356
10. If you have any questions, please call us at (304) 348-8024 or via email at www.charlestonwv.gov

Our office is open daily, Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays.

TO BE COMPLETED BY CONTRACTORS ONLY

PROJECT NAME		GROSS TAX AMOUNT	TAX RATE	TAX DUE
			2%	
			2%	
			2%	
			2%	
			2%	
			2%	
			2%	
			2%	
			2%	
TOTALS				

CONTRACTING INSTRUCTIONS

1. Please complete one line for each project that you received payment (if additional lines are needed please attach an additional letter).
2. List the name of the project, the gross amount received and calculate the tax amount due.
3. Transfer the total tax amount due to the front of the return in the contracting (class code 10) tax due field.

Privacy Statement Act

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party. The City of Charleston requests this information to facilitate the verification of withholding and payment of service fees.



CITY SERVICE FEE RETURN

CITY OF CHARLESTON, WV

P.O. Box 7786

CHARLESTON, WV 25356

Phone: (304)348-8024 Fax: (304)347-1810

www.charlestonwv.gov

Email: citycollector@cityofcharleston.org

THIS SECTION MUST BE COMPLETED

ACCOUNT #: _____ FEE QUARTER: _____

Business Name: _____

Mailing Address: _____

CSF REMITTANCE FORM

Form **CSF-2**

See instructions on the
reverse side of this form ►

(Rev. 2/2018)

Basis of Computation (choose one)	Weekly <input type="checkbox"/> \$3.00	Bi-Weekly <input type="checkbox"/> \$6.00	Semi-Monthly <input type="checkbox"/> \$6.50	Monthly <input type="checkbox"/> \$13.00
--------------------------------------	--	---	--	--

	A	B	C
	Pay Period or Week Ending Date	Number of Employees/Self- Employed in Charleston	Fee Due
a			
b			
c			
d			
e			
f			
g			
h			
i			
j			
k			
l			
m			
Total Fee Due:			

☐ PLEASE CHECK BOX IF ADDRESS HAS CHANGED.

FOR OFFICE USE ONLY

UNDER PENALTIES OF PERJURY, I
DECLARE THAT I HAVE EXAMINED
THIS RETURN AND TO THE BEST OF
MY KNOWLEDGE AND BELIEF, IT IS
TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME AND TITLE OF PREPARER

X

PREPARER'S SIGNATURE AND DATE

SIGNATURE REQUIRED

A SERVICE FEE WILL BE CHARGED FOR ALL
RETURNED CHECKS.

CSF Instructions for Employer and Self-Employed Remittance Form

1. Complete, sign and date this return. **Failure to complete this form in its entirety and/or enclose your remittance will result in your return being returned to you.**
2. This return must be accompanied by the required remittance no later than the last day of the month succeeding the close of each calendar quarter.
3. Employers must use this form to remit amounts withheld from employees and amounts received from certain self-employed persons who are members or partners of the Employer. Self-employed persons who are not members or partners of an Employer must use this form to remit the amount of City Service Fee due.
4. This form must be completed based on the **Basis of Computation Method** chosen by the Employer and disclosed on the front of this return, as explained in the administrative regulations.
5. The dates entered in lines "a" through "m", Column A shall be the ending dates for each weekly, bi-weekly, semi-monthly, or monthly pay period, depending on the period used and elected by the Employer, throughout the entire reporting period.
6. Enter the total number of employees/self-employed in Charleston during the pay period or week in Column B lines "a" through "m".
7. Multiply the number of employees/self-employed listed in Column B lines "a" through "m" by the appropriate rate (depending upon the Basis of Computation withholding method chosen) and list the total \$ amount in Column C lines "a" through "m".
8. Add the fee due amount in lines "a" through "m" Column C and enter the amount in the Total Fee Due line. This is the amount owed for the quarter.
9. **Sign the return. THIS RETURN IS INVALID UNLESS IT IS SIGNED.**
10. If your name and/or address printed on the form is incorrect, please mark through the incorrect information and write the correct information in the open space.
11. **Returns received after the due date will be assessed penalty and interest due. An invoice for penalty & interest will be mailed to you.**
12. Please make checks payable to: City of Charleston
13. Mail payments and/or correspondence to: City Collector's Office, P.O. Box 7786, Charleston, WV 25356
14. For additional information, please refer to the City Service Fee Administrative Regulations available at www.charlestonwv.gov or call the Charleston City Collector's Office at (304)348-8024.

Our office is open daily, Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays.

Please note that only this remittance form will be accepted. Any change or modification to this form will also result in your return being returned to you.

Privacy Statement Act

Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party. The City of Charleston requests this information to facilitate the verification of withholding and payment of service fees.

QUARTER	PERIOD	DUE DATE
1st qtr.	January 1st - March 31st	April 30th
2nd qtr.	April 1st - June 30th	July 31st
3rd qtr.	July 1st - September 30th	October 31st
4th qtr.	October 1st - December 31st	January 31st



OFFICE OF CITY COLLECTOR

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)|
constructionprojects@cityofcharleston.org

SUBCONTRACTOR/SUPPLIER/INSTALLATION & SERVICE PROVIDER INFORMATION FORM

Please Print or Type

Company Name: _____
(Name of Subcontractor/Supplier/Installation or Service Provider)

Federal Employer Identification Number (FEIN): _____

Address: _____

Telephone: _____ Fax: _____ Cell: _____

Email: _____ Contract Amount \$ _____

General Contractor: _____

Project: _____

Brief Description of Work to be Performed: _____

Contract Date: _____ Start Date: _____

Do You Anticipate Change Orders? Yes___ No___ Don't Know___

Name and Phone Number of Contact Person Regarding This Contract:

Name _____ Phone _____

Signature of Person Completing This Form

****Please Return to the Above Physical Address, Fax Number or Email Address****

SUBCONTRACTOR/SUPPLIER/INSTALLATION & SERVICE PROVIDER PAYMENT NOTIFICATION FORM

General

(COMPLETE QUARTERLY)

Contractor: _____

Quarter: _____

Name/Address of _____

Project: _____

(Appendix E)

Name, Address & Contact Information of the Subcontractor/Supplier/Installation or Service Provider:			Total Contract Amount (\$):	Total Payment(s) Paid this Quarter (\$):	Total Payments Paid to Date (\$):
Name:					
Address:					
City, State, Zip:					
Contact Name & #:					
Name:					
Address:					
City, State, Zip:					
Contact Name & #:					
Name:					
Address:					
City, State, Zip:					
Contact Name & #:					
Name:					
Address:					
City, State, Zip:					
Contact Name & #:					
Name:					
Address:					
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City of Charleston | City Collector's Office | Phone: (304)348-8026 x377 | Fax: (304)348-0734 | email: constructionprojects@cityofcharleston.org

(This form can be emailed to you upon request for online completion)

Revised 5/31/2017



(Appendix F)

OFFICE OF THE CITY COLLECTOR

915 Quarrier St., Suite 4 | Charleston, WV 25301 | (304) 348-8024 | (304) 348-0734 (fax)

September 18, 2015

John Doe Construction
Attn: Tax Department
1234 High Street
Charleston, WV 25302

RE: State Bank Building Project

Dear Mr. Doe:

This is to certify that as of September 18, 2015, the City of Charleston Business and Occupation Privilege Tax accrued on the gross income of \$80,000.00 for the aforementioned project against the hereinafter named taxpayer has been paid in full, based on returns filed by the taxpayer.

Jane Doe Construction
5678 River Road
Charleston, WV 25302

The execution of this letter is not based on an audit of the taxpayer's records, but only upon information available from a review of the taxpayer's file. If you have any questions, please feel free to contact City Employee, Tax Compliance Officer at (304) 348-8000, ext. 377 or via email at constructionprojects@cityofcharleston.org.

Sincerely,

City Employee
Tax Compliance Office
Office of the City Collector
City Of Charleston

CC: Jane Doe Construction Company

- Install redundant OM4 fiber runs from the core EX4400 switch stack to the following locations within the City Service Center building:
 - City Collector's office IDF
 - MOECD's office IDF
 - Training Center IDF
- Ensure that fiber runs meet the bandwidth and redundancy needs for high-speed data transmission.
- Each IDF switch will have two fiber connections back to the MDF stack for redundancy. Specifically, each IDF Juniper switch must have one connection to one of the MDF stacked switches and another connection to a different MDF stacked switch.
- **Fiber Patch Panel Installation:**
 - Install four fiber patch panels: one in the MDF closet, one at the City Collector's office IDF, one at MOECD's office IDF, and one at the Training Center IDF.

Specifications:

- **Fiber Type:** OM4, multimode fiber.
- **Connections:** Fiber must terminate with LC connectors compatible with the Juniper EX4400 switches.
- **Redundancy:** Dual fiber runs to provide failover capability.
- **Fiber Patch Panel:**
 - The patch panel must be compatible with OM4 fiber and support LC connectors.

Installation Requirements:

- The vendor will handle all aspects of the fiber installation, including splicing, termination, and testing.
- The vendor is responsible for installing the fiber cabling and terminating it at the patch panels. City employees will handle the connection of patch cables from the patch panels to the network switches.
- Install fiber optic cables and patch panels according to BICSI standards.
- Proper labeling and documentation for all fiber runs and terminations.

Testing Requirements:

- OTDR testing for all installed fiber runs to ensure quality and performance.
- Provide detailed documentation of test results and certification that the installed fiber meets the performance criteria.

B. Copper Cabling for Wi-Fi Access Points

- **Install Cat6a Cabling:**
 - Perform copper cable runs to the designated access point locations as indicated on the provided heatmaps from Juniper.
 - Terminate each cable run with RJ45 connectors at the access point locations.
- **Cabling Specifications:**
 - **Cable Type:** Cat6a cabling suitable for PoE+ support.
 - **Terminations:** Cables must be terminated with RJ45 connectors.
 - **Labeling:** Properly label and document all cable runs and terminations.

Installation Requirements:

- Install copper cabling according to BICSI and ANSI/TIA standards.
- Ensure cable runs are properly routed to avoid interference and adhere to best practices.
- Provide any necessary supports, conduits, or raceways as required.

Testing Requirements:

- Perform certification testing on all copper cabling to ensure compliance with Cat6a performance standards.
- Provide detailed test results and certification reports for each cable run.

2. Network Hardware Procurement

A. Juniper EX4400 Switches

- **Supply 7 new Juniper EX4400 48-port PoE++ Switches** to replace existing networking equipment.
 - 4 of the Juniper EX4400 switches will be stacked in a Virtual Chassis (VC) using 4 × 100G QSFP28 DAC cables.
- **Provide 7 Juniper SFP+ Extension Modules** for each new switch.
- **Provide 4 100G QSFP28 DAC Cables** for interconnecting the switches in a Virtual Chassis configuration.
- **Include all necessary mounting brackets and accessories** for the switches, if not included.
- **Provide a 3-Year Juniper MIST Service subscription** for cloud-based management, automation, and monitoring of the network.

- **Provide sufficient OM4 LC-to-LC fiber patch cables** to facilitate redundant connections from each IDF patch panel to the MDF stack switches. City employees will handle the connection of these patch cables to the switches.

Specifications:

- **Juniper EX4400 48-Port PoE++ Switches:**
 - Support for PoE++ to power VoIP devices and Access Points.
 - 400 Gbps Virtual Chassis interconnect.
 - EVPN-VXLAN capability.
 - Cloud management through Juniper MIST.
- **SFP+ Modules:**
 - 10G SFP+ extension modules for each switch.
- **QSFP28 DAC Cables:**
 - 100G QSFP28 DAC cables for stacking and inter-switch communication within the Virtual Chassis.
- **Mounting Hardware:**
 - Include any necessary mounting brackets or accessories required for installation if not included with the switches.
- **OM4 Fiber Patch Cables**
 - Supply sufficient quantities of OM4 LC-to-LC fiber patch cables to support redundant connections from each IDF patch panel to the MDF stack switches.

Licensing:

- Include support for the full feature set of the Juniper EX4400 switches, including integration with Juniper MIST for network management.

Note:

- **The City will handle all racking, mounting, and configuration of the switches.** The vendor is only responsible for supplying the specified hardware and accessories.

B. Juniper AP45 Access Points

- **Provide 9 Juniper AP45 Access Points.**
- **Include any necessary mounting brackets or accessories** for the access points, if not included.
- **Provide a 3-year Juniper MIST support** subscription for the access points.

Specifications:

- **Juniper AP45 Access Points:**
 - Wi-Fi 6 compatibility.
 - Support for 2.4GHz, 5GHz, and 6GHz frequencies.
 - Virtual BLE supported.
 - Temperature and Accelerometer IoT Sensors.
 - Limited Lifetime Warranty.
- **Mounting Hardware:**
 - Include any necessary ceiling or wall mounting brackets suitable for the designated installation locations.

Note:

- **The City will handle the physical installation and configurations of the Juniper AP45 Access Points.** The vendor is responsible for supplying the access points and all necessary mounting hardware. Cable runs for Access Points are included in **Section 1**
-

3. General Requirements

A. Documentation

- The vendor must provide full documentation, including:
 - **As-built diagrams** of all fiber and copper cabling runs.
 - **Test reports** for both fiber and copper installations.
 - **OTDR results** for fiber optic cabling.
 - **Certification reports** for copper cabling.
 - **Labeling schedules** and identification for all cables and terminations.
- Documents should be provided in commonly used formats.

B. Project Timeline

- The project encompasses all cabling work and hardware procurement as a single phase.
- All work can be completed during regular business hours (Monday–Friday, 8 AM–5 PM).
- The vendor should provide a detailed timeline, including milestones for:
 - Fiber installation.
 - Copper cabling installation for Wi-Fi access points.

- Purchase and delivery of network equipment and necessary accessories.
 - Testing and documentation.
- **Note:** Coordination with the City's IS Team is required to minimize any disruption to ongoing operations.

C. Testing and Validation

- The vendor should conduct all necessary testing to ensure the cabling infrastructure meets performance standards.
 - **Fiber Testing:**
 - OTDR testing for all fiber runs.
 - Verification of redundancy and failover capabilities.
 - **Copper Testing:**
 - Certification testing for Cat6a performance compliance.
 - Verification of PoE+ functionality on all access point cable runs.
 - Provide detailed test results and certification reports.
-

4. Change Management

- Any changes or deviations from the scope must be immediately reported to the City's selected members of the Change Advisory Board for review and approval.
-

5. Budget and Pricing Breakdown

- The bid must include a detailed breakdown of costs, clearly indicating:
 - **Labor costs** for cabling installation and terminations.
 - **Material costs**, including hardware, cabling, connectors, mounting brackets, and any accessories.
 - **Equipment costs** for the network hardware specified.
 - **Any recurring costs** (e.g., Juniper MIST subscriptions).
 - **Note:** All costs should be itemized to provide transparency in pricing.
-

6. Warranty and Support

- **Minimum 3-year warranty** on all supplied equipment and materials.

- The vendor must provide support for any **hardware defects or issues** with the supplied equipment.
 - **Support and Escalation Procedures:**
 - Provide detailed documentation of warranty terms.
 - Outline procedures for reporting and resolving hardware issues.
 - Include contact information for support personnel.
-

7. Compliance

- All work must comply with **local building codes and industry standards**, including BICSI and ANSI/TIA standards for cabling installations.
 - The vendor must be an **authorized Juniper Networks reseller or partner**.
 - Compliance with local ordinances is mandatory; no additional permits are expected to be required.
-

8. Vendor Qualifications

- **Experience:**
 - Provide references or case studies of similar projects completed.
 - Demonstrate expertise in fiber and copper cabling installations.
 - **Certifications:**
 - Technicians performing the work should hold relevant certifications (e.g., BICSI Technician, Fiber Optic Technician).
 - **Insurance:**
 - Provide proof of liability insurance and workers' compensation coverage.
-